

**THE PUBLIC INTEREST ENERGY RESEARCH (PIER) PROGRAM
BUILDINGS END-USE ENERGY EFFICIENCY
RENEWABLE ENERGY TECHNOLOGIES**

**REQUEST FOR PROPOSALS
RFP #500-04-501**

For

***Research, Development, and Demonstration Projects Focused on
Zero-Energy New Homes (ZENH)***



State of California
California Energy Commission
September 1, 2004

Questions or clarifications about this RFP should be directed to:

Judith Efhan, Contracts Officer
California Energy Commission
1516 Ninth Street, MS-18
Sacramento, California 95814
Telephone: (916) 654-4397
FAX: (916) 654-4423
E-mail: jefhan@energy.state.ca.us

This RFP is available on the following Web Sites:

Energy Commission	energy.ca.gov/contracts
California State Contracts Register	cscr.dgs.ca.gov/cscr

The Terms and Conditions for this RFP are available at the following Web Sites:

General Terms and Conditions	energy.ca.gov/contracts
Univ. of California Campuses	energy.ca.gov/contracts
U.S. Dept. of Energy Labs	eren.doe.gov/eere/stateagreements

Copies of this RFP may be obtained by writing or calling:

California Energy Commission
1516 Ninth Street, MS-18
Sacramento, California 95814
Telephone: (916) 654-4392
FAX: (916) 654-4423

Table of Contents

<u>I.</u>	<u>Introduction.....</u>	<u>1</u>
1.	How is this RFP Organized?.....	1
2.	What is the Schedule for the RFP?	1
3.	Will There be an Opportunity to Meet with representatives of the Commission about the RFP?.....	1
4.	How Do I ask Questions about the RFP?	2
5.	Who Do I Contact for Information Regarding the RFP?.....	2
6.	What is the Purpose of This Request for Proposals?	2
7.	What Areas are Targeted in this RFP?	5
8.	Who can bid on this RFP?	5
9.	What is the Funding Level for this RFP?	5
10.	What is the Public Interest Energy Research (PIER) Program?.....	6
11.	What is the Scope of the PIER Buildings Energy Efficiency and Renewable Energy Technology Program Areas?	6
12.	What are the Match Funding Requirements?	7
13.	Is Equipment Purchase Allowed?	8
14.	Is Repayment Required?.....	8
15.	What is the Repayment Exemption?.....	9
<u>II.</u>	<u>Goals and Objectives of this RFP</u>	<u>10</u>
16.	About This Section	10
17.	Scope and Context	10
18.	Target Areas.....	14
19.	Team Concept.....	18
<u>III.</u>	<u>Evaluation Process and Criteria</u>	<u>21</u>
20.	About This Section	21
21.	Proposal Screening Process	21
22.	How Will Proposals be Scored?	23
23.	What are the Technical and Policy Evaluation Criteria?.....	24
24.	What Are the Non-Technical Preference Points?	29
<u>IV.</u>	<u>Administrative Information</u>	<u>30</u>
25.	About This Section	30
26.	Is there a Deadline For Submitting a Proposal to this RFP?	30
27.	How Should a Proposal be Packaged and Labeled for Submittal?.....	30
28.	Is There a Preferred Method for Delivery of the Proposal?	30
29.	What is the Address for Delivery of Proposals?.....	30
30.	How is Confidential Information Treated?.....	31
31.	What Types of Information Are Considered Confidential?	31
32.	Are There Important Administrative Details I Should Know?.....	32
33.	Will the Commission Reimburse the Cost of Preparing a Proposal?	32
34.	Can the Commission Impose Conditions or Limits on Awards?	32
35.	Can the Commission Cancel or Amend This RFP?.....	32
36.	How will I know if the RFP is Revised?	33
37.	What If I Find an Error in this RFP Document?.....	33
38.	Generally, What are the Agreement Requirements?	33
39.	What If I Decide To Modify Or Withdraw My Proposal?	34
40.	How Will I Know If I Have Been Awarded An Agreement?.....	34

41. What are the Grounds for Rejection?	35
42. What Happens If My Proposal Is Unsuccessful?	35
43. What If I Want To Protest The Awards?	35
44. What Happens To My Proposal Documents?.....	36
45. Key Words and Their Definitions.....	36
<u>V. Proposal Format and Required Documents</u>	<u>40</u>
46. About This Section	40
47. Is there a Limitation in the Proposal Format and Length ?	40
48. Is the Notice of Intent to Bid Required to Submit a Proposal?	40
49. What is the Required Format for a Proposal?.....	40
50. What is Required in Volume 1 - Administrative Information?	41
51. What is Required in Volume 2 – Technical and Cost Information?.....	43
52. What can I put in Volume 3 – Confidential Information?.....	44

VI. RFP Attachments

Attachment No.	Attachment Title
----------------	------------------

1	Notice of Intent to Bid
---	-------------------------

VOLUME 1 FORMS

2	Application and Project Information Form
3	Contractor Certification Clauses
4	Prime Bidder Certification of Disabled Veteran Owned Business Participation
5.0	Small Business/Disabled Veteran Business Enterprise Application Instruction
5.1	Target Area Contract Preference Act Form (Std 830)
5.2	Enterprise Zone Act Preference Request Form (Std 831)
5.3	Local Agency Military Base Recovery Area Form (Std 832)

VOLUME 2 FORMS

6	Executive Summary Form
7	Agreement Terms and Conditions
8	Scope of Work Attachment A, Instructions and Scope of Work Template Attachment A-1, Instructions and Template of Schedule of Deliverables & Due Dates, & the Gantt Chart
9	Attachment B, Budget Forms
10	Attachment F, List of Contacts
11	Customer References
12	Project Description, Project Manager and Project Team, Project Funding and Match Funding, and Royalty Payment Exemption

VOLUME 3 CONFIDENTIAL INFORMATION

13	Attachment E, Confidential Deliverables and Pre-existing Intellectual Property List
----	---

Note that several of the RFP Attachments will become part of the Agreement that will be signed by the awarded Bidder.

List of Tables

Table 1.	ZENH Goals.....	8
Table 2.	ZENH Team Requirements.....	15

I. Introduction

1. How is this RFP Organized?

This Request for Proposals (RFP) is organized into the following sections:

Section I Introduction
Section II Goals and Objectives of this RFP
Section III Evaluation Process and Criteria
Section IV Administrative Information
Section V Proposal Format and Required Documents
Section VI RFP Attachments (Including Forms)

2. What is the Schedule for the RFP?

Key activities and dates for this RFP are presented below. This is a tentative schedule. Please call the Commission Contracts Office to confirm dates.

ACTIVITY	Action Date
RFP Release	September 13, 2004
Pre-Bid Conference, Sacramento, CA	September 28, 2004
Deadline for Submittal of Questions	September 28, 2004
Distribute Questions/Answers and Addenda (if any) to RFP	October 6, 2004
Due Date for Notice of Intent to Bid *	October 21, 2004
Publishing deadline for DVBE Advertising **	October 25, 2004
Deadline to Submit Proposals, no later than 5 PM	November 8, 2004
Interviews with Bidders (if necessary)	December 1-8, 2004
Posting of Notice of Proposed Awards	December 16, 2004
Commission Business Meeting to Approve Agreements	March 16, 2005
Agreement Start Date	March 30, 2005
Latest Project Completion Date	March 30, 2008
Latest Agreement Termination Date	March 31, 2009

* **Notice of Intent to Bid is encouraged but optional.**

** **Your proposal will be rejected if the first day of DVBE advertising is later than October 25, 2004.**

3. Will There be an Opportunity to Meet with representatives of the Commission about the RFP?

Yes. There will be one Pre-Bid Conference; participation in this meeting is **optional** but encouraged.

The Pre-Bid Conference will be held at the date, time and location listed below. Please call (916) 654-4392 or refer to the Commission's website at www.energy.ca.gov to confirm the date and time.

Tuesday, September 28, 2004
10:00 a.m. to 12:30 p.m.
California Energy Commission
Hearing Room A, First Floor
1516 9th Street
Sacramento, CA 95814
Telephone: (916) 654-4392

4. How Do I ask Questions about the RFP?

During the RFP process, questions of clarification about this RFP must be directed to the Contracts Officer listed in the following section. You may ask questions at the Pre-Bid Conference, and you may submit written questions up to the close of business on the day of the Pre-Bid Conference. Questions may be submitted in writing via mail, electronic mail, FAX, verbally and by phone. After the Pre-Bid Conference, question and answer sets will be mailed to all parties who requested a copy of this RFP from the Commission Contracts Office and all that attended the Pre-Bid conference. The questions and answers will also be posted on the Commission's website at:

<http://www.energy.ca.gov/contracts/index.html>.

Any verbal communication with a Commission employee concerning this RFP is not binding on the State and shall in no way alter a specification, term, or condition of the RFP.

5. Who Do I Contact for Information Regarding the RFP?

JUDITH EFHAN, CONTRACTS OFFICER
California Energy Commission
1516 Ninth Street, MS-18
Sacramento, California 95814
Telephone: (916) 654-4397
FAX: (916) 654-4423
E-mail: jefhan@energy.state.ca.us

6. What is the Purpose of This Request for Proposals?

This is a joint RFP between the Buildings End-Use Energy Efficiency and Renewable Energy Technologies areas of the PIER Program. The overall purpose of this RFP is to use innovative and cost-effective combinations of building energy efficiency and photovoltaic (PV) strategies in new housing developments to help reduce homeowner costs, energy use, and summer peak electricity demand in California.

California's ability to meet summer peak electricity demand in the future is one of the primary electricity issues confronting the state's electricity system. Generally, California's non-summer peak demand fluctuates between 40,000 to 46,000 megawatts (MW). However, hot summer temperatures can drive up peak electricity demand by as much as forty-five percent to over 57,000 MW*. Moreover, California increasingly relies on out-of-state electricity supplies to help satisfy our summer peak demand. In-state resources typically provide less than eighty percent of the electricity supplies needed to meet summer

* In this instance, peak demand includes operating reserves needed to ensure NERC reliability requirements

peak demand. Air conditioning loads contribute heavily to peak demand, with over forty percent of summer peak being attributed to the combination of air conditioning and lighting loads. Residential air conditioning loads represent nearly fourteen percent of the summer peak demand; the equivalent of over 7,000 MW of peak capacity during a hot California summer day. Appropriately oriented and configured photovoltaic systems have demonstrated their ability to generate electricity coincident with system peak hours during the summer. Consequently, combinations of building energy efficiency measures and appropriately designed and configured PV systems should have a significant ability to reduce new home electricity use and net summer peak demand.

As shown in Figure 1, significant new housing growth in both the near and long term is anticipated to occur in California's urban areas and hot inland regions. Recent analysis indicates that these same areas are likely to face electricity congestion and local capacity problems in the future. However, judicious use of energy efficiency and the local solar resources in new housing developments can help alleviate electricity congestion and local capacity problems. Figure 2 indicates the extent to which solar resources when used in new housing starts can help provide solutions to electricity congestion and local capacity problems.

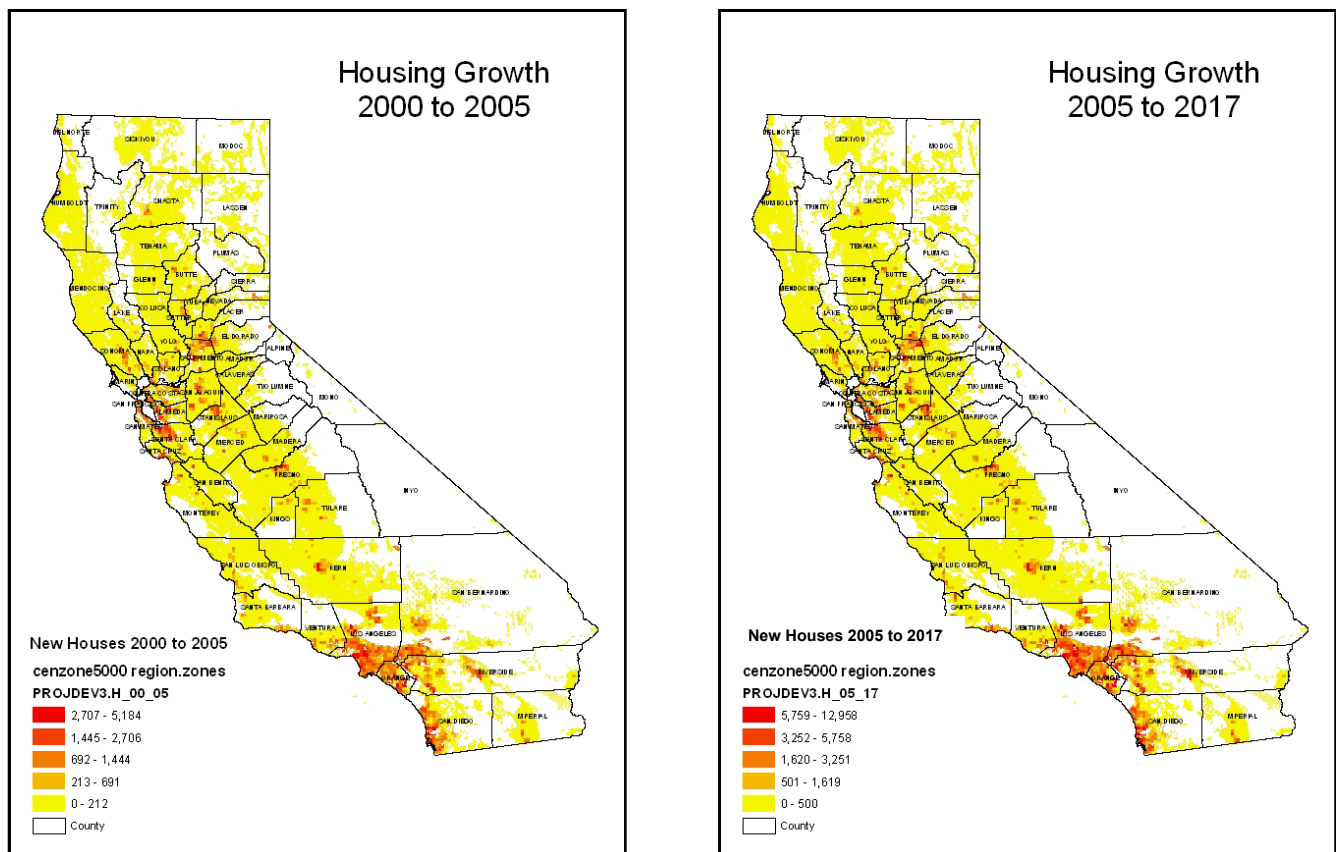


Figure 1: California New Housing Growth

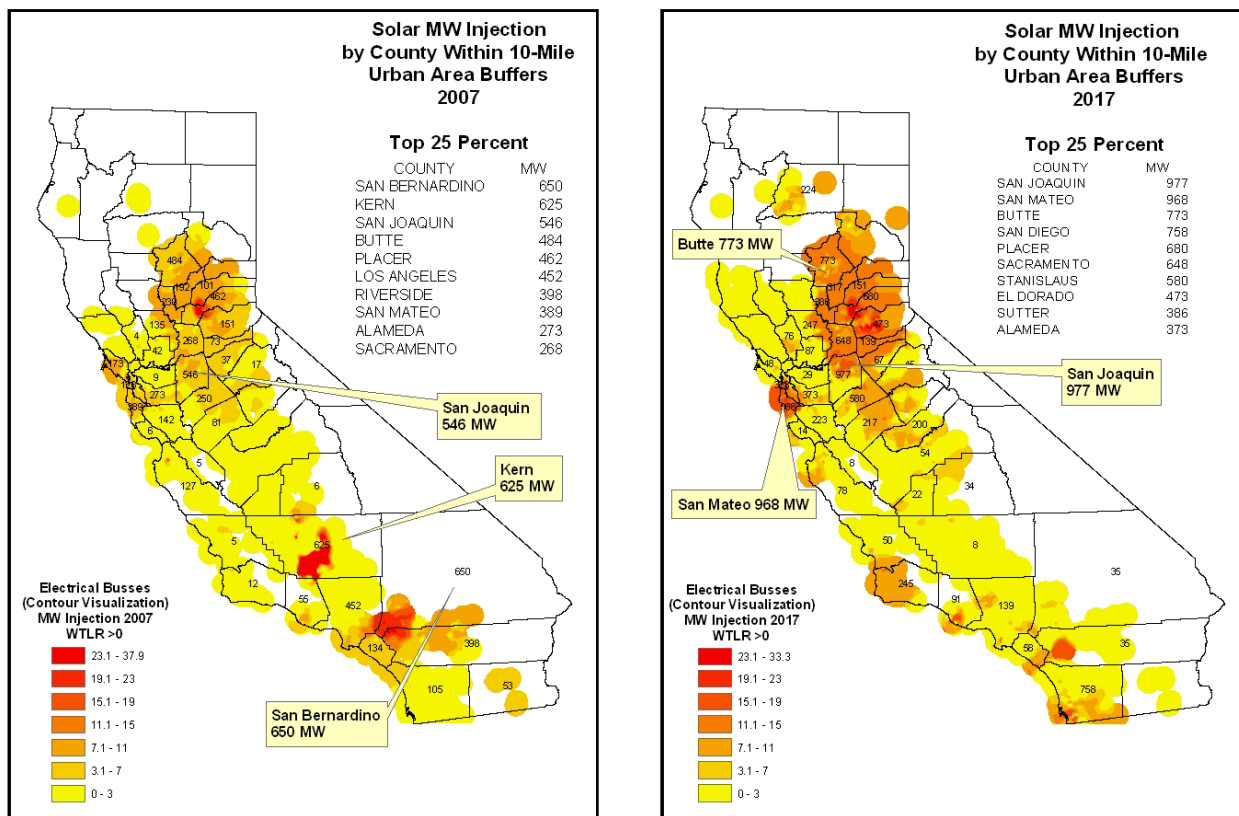


Figure 2: Solar Resources Used to Address Potential Electricity Problems

California has been a leader in creating new energy-efficient homes and in introducing Zero-Energy New Homes (ZENHs). A ZENH merges energy-efficient building construction and state-of-the-art appliances and lighting systems with renewable energy power-generating equipment, such as solar electricity and sometimes water-heating, to provide net-zero energy consumption. A ZENH is grid-connected to an electric utility, allowing the home to offset most or all of the power it might otherwise require from the utility and provide power back to the utility when it is generating excess power.

ZENHs promise a number of advantages:

- They offload congested utility transmission and generation resources by reducing peak loads and reducing the need to purchase peak electricity from the grid.
- They save energy and reduce pollution.
- They insulate their owners against future fluctuations in energy prices.

The main barrier to widespread deployment of ZENHs in California is the incremental cost of photovoltaics (PV) and energy efficiency technologies employed in a typical ZENH. This incremental cost, which has averaged approximately \$20,000 on several recent Northern California projects, currently confines ZENHs to a limited market. In addition to reducing electricity use and net summer peak demand on new homes, another goal of this RFP is to integrate new business model approaches with demonstrations of innovative ZENH designs to overcome cost barriers and help make ZENHs a mainstream part of California new home construction.

The Commission is issuing this RFP in order to select and fund Contractors that will direct ZENH Research, Development & Demonstration (RD&D) projects to help achieve these goals.

This PIER research program will not fund “public works” as defined by Public Contract Code section 1101, or Labor Code section 1720(c)(1)&(3). Therefore, contracts awarded under this solicitation are not subject to the prevailing wage requirements for “public works”.

7. What Areas are Targeted in this RFP?

Proposals submitted under this RFP must consist of RD&D that encourages market adoption of ZENHs by addressing the following goals in large-scale (greater than 75 housing unit) demonstrations.

1. Energy Goal: Improve building energy performance by at least 25% over the Title 24, Part 6, 2005 Building Energy Efficiency Standards.
2. Peak Demand Goal: Reduce summer peak demand to no more than one kilowatt (1kW) per housing unit (see Definitions section).
3. Cost Goal: Reduce the homebuyer’s incremental first cost for a ZENH to no more than \$5,000, and reduce annual electricity bills by 70%.

This RFP is focused on single- and multi-family production housing (including affordable family housing) in Climate Zones 8-13 to address the rapid growth in housing and accompanying peak demand in California’s hot Central Valley and South Inland areas.

This RFP will focus on optimizing energy efficiency, onsite electricity generation, and cost-effectiveness. Developing solutions which integrate the best available energy efficiency measures and PV designs by climate zone with the most effective business models to reduce the cost of these measures to the homeowner is the primary goal of this RFP. Therefore, basic research and technology development, including improvements to underlying energy efficiency or renewables technologies (e.g., photovoltaics, efficient appliances, lighting, HVAC) are not focus areas for this RFP.

8. Who can bid on this RFP?

This is an open RFP, and both private and public entities (including National Laboratories) are encouraged to respond to this RFP. This RFP is not limited to a certain group of bidders. However, no individual or organization may submit more than one proposal as a prime contractor in response to this RFP, and the Commission will award no more than one Agreement under this RFP to any one individual or organization.

9. What is the Funding Level for this RFP?

The Commission is anticipating providing up to \$10 million in funding for this RFP. The Commission envisions awarding up to seven contracts for this effort. The total amount funded may be less than \$10 million. The Commission also reserves the right to make no awards.

There is no maximum contract amount defined for this RFP. However, as identified later in the RFP (Section III: Evaluation Process and Criteria), proposals will be evaluated and scored on their cost merits. In general, cost merits are balanced between the cost of the

proposal and the benefits resulting to ZENH development as a result of the proposed activities. However, we are not seeking simply more ZENH demonstrations, but a greater degree of impact as well as diversity of approaches. Consequently, higher cost proposals must show significantly higher levels of benefits to receive higher points in the Technical Evaluation Scoring.

10. What is the Public Interest Energy Research (PIER) Program?

In 1996, Governor Wilson signed into law Assembly Bill (AB) 1890 (1996 California Statutes, Chapter 854) which provided authority for a fundamental restructuring of California's electric services industry. Among other things, AB 1890 added Section 381 to the Public Utilities Code, requiring that at least \$62.5 million be collected annually from investor-owned electric utility ratepayers for "public interest" energy RD&D efforts not adequately provided by competitive and regulated markets. The California Energy Commission administers these funds through the PIER program.

Since the funds for the PIER program are paid by specified investor owned utility (IOU) electricity ratepayers, the RD&D efforts supported by these funds must provide benefits to these electricity ratepayers. However, while the program will emphasize electricity-related RD&D activities, RD&D efforts that benefit other types of energy users may also qualify for PIER funding if such projects also provide benefits to electricity ratepayers as well.

The mission of the 'Public Interest Energy Research' program is to conduct public interest energy research that seeks to improve the quality of life for California's citizens by providing environmentally sound, safe, reliable and affordable energy services and products. 'Public interest energy research' includes the full range of research, development and demonstration activities that will advance science or technology not adequately provided by competitive and regulated markets.

The PIER program is implemented through six distinct program areas:

1. Buildings End-Use Energy Efficiency
2. Industrial/Agricultural/Water Energy Efficiency
3. Renewable Energy Technologies
4. Environmentally Preferred Advanced Generation
5. Energy-related Environmental Research; and
6. Energy Systems Integration.

Significant energy issues in each of the PIER program areas have been identified. The PIER program focus has been directed towards resolving these issues and meeting the overall PIER objectives of improving affordability, reliability, health and safety, California's economy, environmental outcomes, and consumer choices relevant to electricity supply and use in California.

11. What is the Scope of the PIER Buildings Energy Efficiency and Renewable Energy Technology Program Areas?

The Buildings program area includes new and existing buildings in both the residential and the non-residential sectors. The program seeks to decrease building energy use through

research that will develop or improve energy efficient technologies, strategies, tools, and building performance evaluation methods.

The Renewables program area conducts renewable energy-related RD&D to provide California with more diversified energy sources, a more secure and affordable electricity infrastructure and an improved environment. Renewable energy products and services under development include traditional renewable energy applications as well as new technologies or renewable applications combined with energy efficiency or fossil-fueled energy systems. The program seeks to lower renewable energy capital and operating costs, improve renewable energy reliability and power quality, and develop renewable energy systems that lead the way in providing environmental benefits.

Maximizing market connections is a common goal in R&D efforts funded through the PIER Buildings Energy Efficiency and Renewable Energy Technology program areas. The research must be focused on those technologies and building practices that are responsive to market needs or can motivate greater market adoption. In some instances, this may first require development of a better understanding of market performance characteristics and market motivations. For a detailed description of the criteria the Commission will use in evaluating a proposal's market connectedness, see Section III of this RFP (Evaluation Process and Criteria).

12. What are the Match Funding Requirements?

Match funding is considered in eligibility screening, and it is also evaluated and scored as part of the technical and policy evaluation criteria. For additional information regarding match funding, see Section III, Evaluation Process and Criteria, and Section V, Proposal Format and Required Documents.

The ratio of match funding to PIER funding should reflect the ratio of private benefits to public benefits resulting from successful completion of the project. In other words, projects providing a higher percentage of private benefits and lower percentage of public benefits should contribute a higher percentage of match funds.

Projects whose results are more likely to lead to products and services that can be commercialized in the near future will generally need a higher percentage of matching funds than projects whose results are further removed in time from commercialization.

Match funding may be cash, in-kind services or a combination of the two. In-kind contributions include, but are not limited to, donated labor hours, equipment, facilities, property, and arrangements with project partners to bring the results of the project to the market.

Equipment, facilities (e.g. laboratory space) and most property can count as match funds as long as they are fully dedicated to the project for the time the equipment, facility or property is required by the Agreement, and as long as the value of the contribution is based on documented market values or book values and is depreciated or amortized over the term of the project using standard accounting principles. Equipment, facilities and property that do not qualify as match funds include such items as standard office supplies and property or

equipment that is part of the Bidder's normal business activity (desks, typewriters, telephones, computers, software, etc.).

Prior investments in the research to be conducted in this project do not qualify as match funds. Also, funding from other Commission projects or agreements does not qualify as match funding.

Budgets must show match fund contributions at the task level. Match fund contributions must be spent concurrently with PIER Program funds, and only on the tasks described in the proposal.

PIER funds cannot be spent until the Department of General Services, Office of Legal Services (DGS-OLS) approves the Agreement which has already been signed by both the Contractor and the Commission. Match funds may be spent between the date the Commission approves the Agreement and the date the Agreement is approved by DGS-OLS subject to prior written approval by the Commission Contract Manager.

The Commission reserves the right to review and approve or disapprove the crediting of contributions and the amounts of those contributions as match funding. The loss of match funds during the Agreement is a reason for the Commission to hold a Critical Project Review and may result in the termination of the Agreement.

13. Is Equipment Purchase Allowed?

We recommend that you use your own funds as well as other sources of funds which would be considered match funds to procure and/or build equipment. If State funds are used to purchase or build equipment, the State retains ownership interest in the equipment. (Review Section IV. Administrative Information and Attachment 7, Agreement Terms and Conditions for specific requirements.)

14. Is Repayment Required?

There are two options under this RFP: PIER funds will be provided (a) with royalty payment provisions; or (b) through an exemption, without royalty payment provisions. Repayment is based on royalties once the Contractor generates gross revenues, or a subcontractor generates gross revenues that are paid to the Contractor.

Except as otherwise provided in the "Royalty Exemption Option" discussed below, all parties receiving funds from this RFP will be required to repay one and one-half percent (1½%) of the sales price of each project-related product or right for fifteen (15) years from the first date of sale, as further defined in the PIER Agreement terms and conditions (RFP Attachment 7). Alternatively, there is a "Buyout Option" of two (2) times the amount of the PIER funding award, payable within two (2) years from the date royalties are first due.

The Commission, the University of California, and the U.S. Department of Energy have previously negotiated the handling of repayment requirements for PIER RD&D agreements.

15. What is the Repayment Exemption?

At the discretion of the Commission, a research project may be exempted from the general royalty requirements of this RFP if:

- The research project in question is primarily expected to produce new knowledge and/or understanding of the subject under study, rather than any commercial application of that knowledge, within the next 10 years (e.g., basic research); and
- The Bidder agrees to place all intellectual property developed from the project into the public domain.

All Bidders are required to indicate their choice of royalty funding mechanisms on RFP Attachment 2, "Application and Project Information Form," section 6. Bidders who select the box for "PIER funds without royalty provisions" must provide an explanation on Attachment 12.

II. Goals and Objectives of this RFP

16. About This Section

This section explains, in more detail, the ZENH goals, technologies and business models that are targeted in this RFP. This section also describes the team concept and specific tasks that are required to be part of all proposals.

17. Scope and Context

The PIER Buildings Energy End Use Efficiency program area covers energy efficiency-related topics concerning new and existing buildings in both the residential and non-residential sectors. The PIER Renewables Energy Technologies program area covers development of renewable energy technologies for California. To ensure that research results are adopted in the marketplace, this RFP requests proposals from teams that include manufacturers, designers, the building industry, utilities, local governments, and other energy efficiency and/or renewables programs. Proposals submitted should reflect knowledge of customer behavior, industry practices and, where appropriate, research should focus on specific California applications or relevance.

PIER has established long-term performance goals for Zero Energy Homes as follows:

Table 1: ZENH Goals

Target	Characteristics	Units	Calendar Year		
			2005 Target	2008 Target	2013 Target
Energy	Energy Efficiency over 2005 Title 24	%	25%	35%	45%
Peak Demand	Peak Demand per house during summer peak	kW	1	.5	0
Cost	Incremental First Cost	\$	5,000	2,500	0
	Annual Electric Bill Savings	%	70%	85%	100%

For the purposes of this RFP, a ZENH is defined as a home meeting the 2005 targets listed above in Table 1. The goal of this RFP is to demonstrate homes achieving these 2005 targets, but bidders should also lay out a longer term road map explaining how the approaches they propose can lead to achieving the longer term goals listed in Table 1.

Projects that use non-renewable distributed power generation technologies such as internal combustion generators or fuel cells to generate electricity are not eligible for funding under this RFP. Projects which generate electricity using renewable technologies other than photovoltaics (PV) may be eligible, but the bidder will have to make a convincing case that the technology they propose is broadly applicable to mainstream housing markets in California, provides peak electricity benefits, and produces net environmental benefits.

Bidders are encouraged to include Building Integrated Photovoltaic (BIPV) systems in their proposed ZENH designs. BIPV systems are those that are integral to the building envelope. In addition to helping generate electricity that can offset peak demand purchases, BIPV systems can act as a replacement to roofing materials, and have a low roof profile. For these reasons, many PV system manufacturers and system suppliers are using BIPV systems in new building developments. Consequently, BIPV systems are not required for this RFP, but are the preferred approach for rooftop PV systems.

This RFP will focus on optimizing energy efficiency, onsite electricity generation, and cost-effectiveness. Developing solutions which integrate the best available energy efficiency measures and PV designs by climate zone with the most effective business models to reduce the cost of these measures to the homeowner is the primary goal of this RFP. Therefore, basic research and technology development, including improvements to underlying energy efficiency or renewables technologies (e.g., photovoltaics, efficient appliances, lighting, HVAC) are not focus areas for this RFP. Because large-scale demonstration is an integral part of this RFP, we expect RD&D on energy efficiency or renewables technologies to be focused on refining, testing, and demonstrating emerging technologies and/or creative combinations of mature products.

The overall purpose of this RFP is to use innovative and cost-effective combinations of building energy efficiency and photovoltaic (PV) strategies in new housing developments to help reduce homeowner costs, energy use, and summer peak electricity demand in California.

A major focus of this RFP is to stimulate the creation of partnerships involving multiple market actors to reduce the cost of ZENHs to homeowners by encouraging the development of new business models that implement creative cost- and/or time-saving approaches. Developing new business models, while entrenched in business-as-usual activity, can be challenging. Taking on a new perspective, however, can be critical to develop new business models. Some helpful questions to ask¹ are:

- How can the value proposition be changed? (What is sold and delivered to the market?)
- How can the supply chain be changed? (How the value is delivered to the market?)
- How can the target customer be changed? (To whom the value is delivered?)

Business Model Improvements

An example of business-as-usual for ZENH is presented below. There are many potential variations of how ZENH can be delivered to customers. Significantly, important roles are played by a wide-range of stakeholders.

¹ *Innovation Rules*, Davila, Epstein, Shelton, Wharton Press, 2005

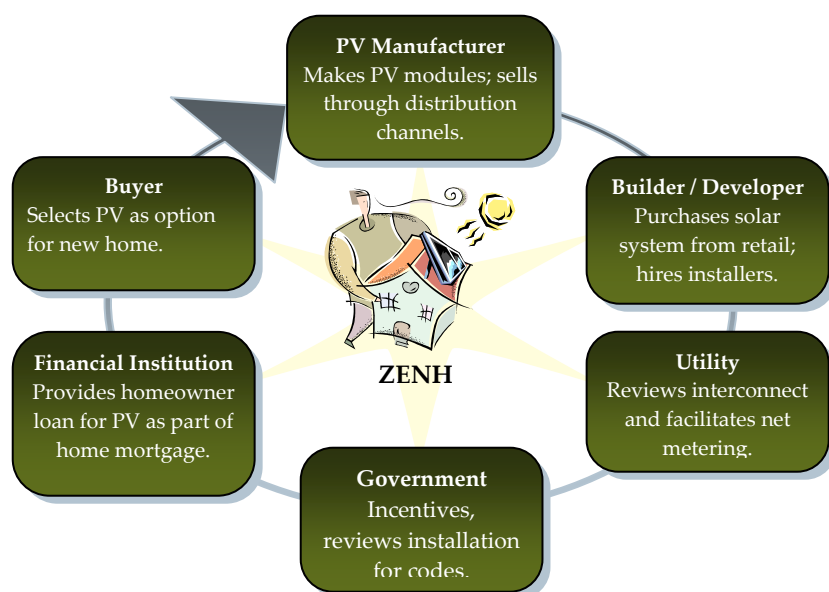


Figure 3: Business-As-Usual ZENH Business Model

By changing the actions taken by just a few stakeholders, a new business model can emerge. As noted above, new business models often work best when stakeholders are able to form innovative partnerships. Two hypothetical examples are shown below.

Example 1: Builder and Third Party Form Partnership: Third party installs, owns and maintains systems for homeowner in exchange for monthly fee. Builder puts PV on 100% of roofs in return for profit sharing.

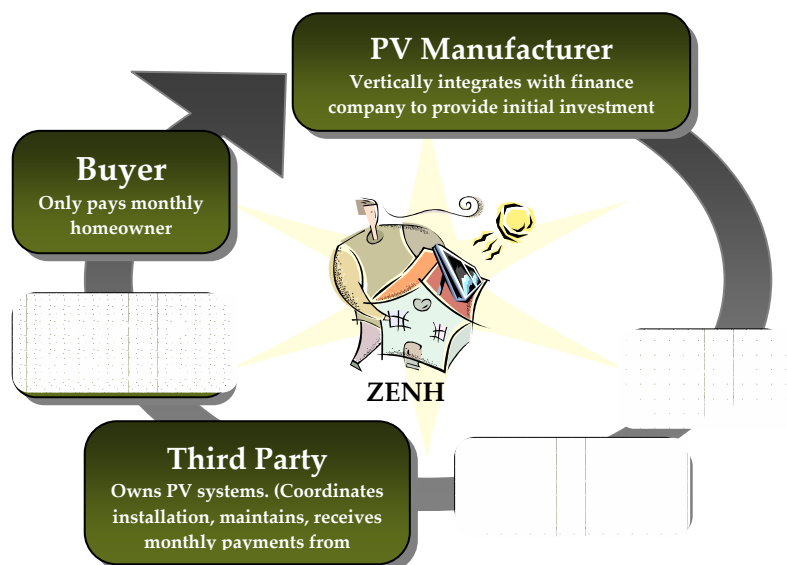


Figure 4: Builder and Third Party Form Partnership

Example 2: Cities of Light: By joining together, local governments and municipal utilities create a strong enabling regional environment for PV and a robust local economy around clean energy while reducing peak load.

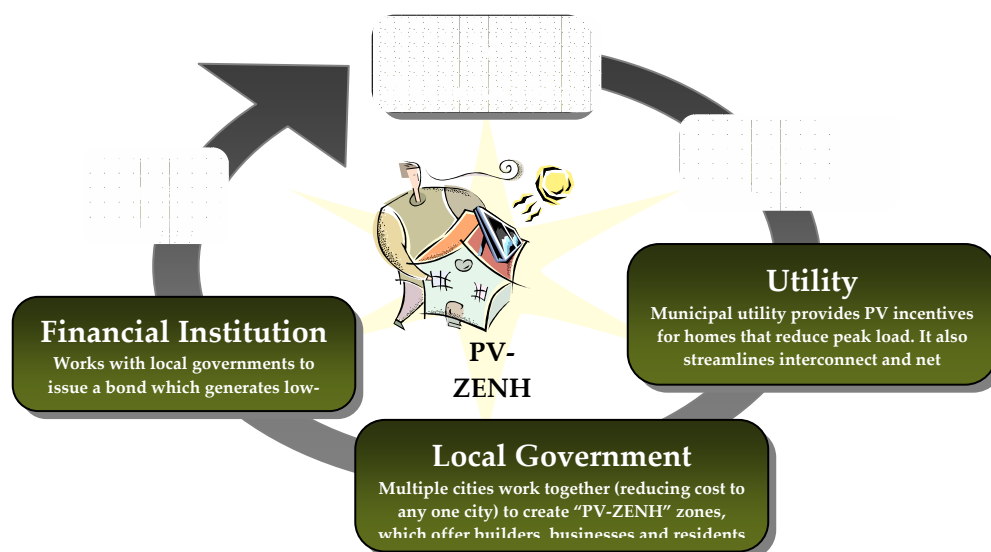


Figure 5: Cities of Light

More examples of potential business model elements that could be facilitated by various market actors are as follows:

Home Builders/Realtors: Voluntarily include PV in all (or a significantly large percentage of) homes in new subdivisions, emphasizing ZENH as an integral and standard feature. Provides a no down payment or preferential interest rate option to buyers of ZENH homes.

City/County: Adopt a ZENH zoning goal or requirement for new subdivisions. Provide priority plan-checking, permitting, streamlined inspection processes, or other entitlements for ZENH development. Provide priority planning department review of new developments that properly orient streets to maximize the number of homes with south or west oriented roofs. Allow such developments to be built with narrower street widths to avoid reduction in the number of lots in the development.

PV Manufacturers: Establish favorable pricing for multi-year volume-purchase commitments by California builders.

Integrators/Installers: Establish favorable pricing for large-volume PV installations.

Investment Bankers: Develop low-interest loan packages or reduced lender fee options for large groups of ZENH home buyers.

Community Groups: Establish Joint Powers Authority (JPA) to own and operate PV within homeowner's associations. May also include methods to ensure that solar rights are protected by the JPA to ensure ZENH performance.

Policy Makers: Establish predictable, multi-year tax credits and other incentive programs that support inclusion of PV in new single-family residential construction.

Government: Authorize transfer of PV loan obligations upon sales of property and structure tax benefits to attract aggressive PV investment in the new single-family residential construction market. Develop advocacy at local government executive level to provide prioritization guidance to local building departments.

Utility: Identify areas where ZENH could improve reliability and/or reduce costs of distribution upgrades. Expedite net metering and interconnection. Encourage new homeowners to size PV systems to help offset system peak and then value the offset peak demand with Time of Use rates at a minimum. Assign a specific individual to coordinate all of the departments at the utility that are involved with ZENH installations.

Regulators: Assure utility recovery of expenditures to support ZENH. Permit utilities to build and own PV where beneficial for system reliability and costs (e.g., where costs of PVs are lower than avoided T&D costs or net benefit to system from ZENH is lower than alternative upgrades or new peaking facilities).

Bidders will be expected to include one or more of these strategies, or other creative strategies for reducing ZENH costs, with firm participation agreements from all participating partners in their proposals. In addition to reducing costs to the homeowner, another objective of the partnerships should be to develop strategies that are sustainable beyond the term of this RFP, and transfer the knowledge gained from the project to the marketplace. More information on example business model concepts developed in a public workshop on August 2, 2004 can be found on the Energy Commission's website at <http://www.energy.ca.gov/contracts/index.html>.

18. Target Areas

Proposals submitted under this RFP must consist of RD&D that encourages market adoption of ZENHs by addressing the following goals in a large-scale (>75 housing unit) demonstration. These energy, peak, and cost goals are PIER's ZENH performance goals for 2005, also stated in Table 1 under the heading "2005 Target".

1. Energy Goal: Improve building energy performance by at least 25% over the Title 24, Part 6, 2005 Building Energy Efficiency Standards.
2. Peak Demand Goal: Reduce summer peak demand to no more than one kilowatt (1kW) per housing unit (see Definitions section).
3. Cost Goal: Reduce the homebuyer's incremental first cost for a ZENH to no more than \$5,000, and reduce annual electricity bills by 70%.

This RFP is focused on single- and multi-family production housing (including affordable family housing) in Climate Zones 8-13 to address the rapid growth in housing and accompanying peak demand in California's hot Central Valley and South Inland areas.

Since energy, peak and cost performance will vary based on climate, local utility rates, and local building practices, bidders must provide a preliminary baseline of these factors that will be used to compare current to proposed designs. In particular, proposals must contain quantitative estimates of the electricity use projected for the ZENH based on 2005 Title 24 methods; estimates of the peak demand of the ZENH during the summer peak; and electricity costs based on proposed tariff structures (such as Time of Use pricing).

Evaluation methods for 2005 Title 24 can include programs that have been upgraded to comply with the 2005 Residential ACM Manual, and which has been "self-certified" to be in compliance with the ACM. However, only programs that are approved by the Commission prior to the effective date of the Standards will be useable for the purposes of the contract. Proposals will be scored not only based on the projected costs and savings, but also on whether the baseline and projections are reasonable.

Subsidies such as those available through the Energy Commission's Renewable Energy Program or utility energy efficiency programs may be used to reach the \$5,000 cost goal, but bidders should include contingency plans for completing the project in the event that subsidies are not available. Funds from contracts awarded by PIER under this RFP are intended for R&D activities and can NOT be used to subsidize PV or other systems in order to meet the \$5,000 cost goal. Since the ultimate goal of this solicitation is to develop approaches that can make ZENH successful in the marketplace without public subsidies, proposals will receive more points if they can demonstrate approaches that can help accelerate reduction of subsidies.

All proposals must include, at a basic minimum, the following technical tasks in addition to the standard administrative tasks included in the Scope of Work template. However, proposers are encouraged to propose additional tasks and products beyond the minimum tasks identified here to meet the goals of this solicitation and deliver the greatest value to California. Proposals will be evaluated on how well the minimum tasks and deliverables are addressed as well as the merit and value of any additional tasks and deliverables proposed.

- 1. ZENH Design: Using building energy design software and PV design software, develop ZENH designs that optimize energy efficiency and onsite PV generation to achieve the goals stated in this RFP for the climate zones targeted.**

Suggested Approach

Develop ZENH designs that optimize energy efficiency, peak demand reduction with PV electrical generation, and cost effectiveness for California climate Zones 8-13. Modeling must quantify the effect of the proposed ZENH designs on both residential and coincident system peak for the local electrical utility. Bidders must base energy demand on 2005 Title 24 methods that are currently being proposed for certification.

Technologies employed must be acceptable to mainstream consumers in terms of aesthetics and ongoing maintenance requirements. A homeowner display that provides feedback on both energy consumption and generation is a required design element. In addition to meeting the energy, peak, and cost goals, one or more of the following measures are encouraged:

- Ducts in conditioned space (ducts should be designed to have short runs and be sealed; ducts buried under ceiling insulation could be incorporated)
- High EER air conditioners and cooling strategies that do not fully rely on compressor-based cooling
- "Right-sized" cooling equipment
- Third-party field-verified measures, including insulation installation

- Natural ventilation strategies and/or technologies
- Energy-efficient fluorescent lighting, including fluorescent recessed downlights
- Low-standby-loss appliances and equipment
- Cool roofing products (possibly integrated with PV)
- Energy-efficient water-heating distribution systems
- Slab-edge insulation
- Increased thermal mass, including 5/8" interior gypsum wallboard
- Roof overhangs and permanent window shades
- Demand-responsive thermostats
- Energy Star appliances
- Solar hot-water heaters
- Photovoltaics (PV) systems that greatly reduce the need for the ZENH to obtain grid generated peak electricity during summer time peak, and are fully integrated with automated inverter and monitoring subsystems

Note: PV systems that represent a complete package of components and have a single warranty provider are strongly preferred. In addition, note that for rooftop applications, BIPV systems are preferred over rack-mounted PV systems that are not an integral part of the building envelope. Innovative approaches wherein PV systems can be used on structures attached to the home (e.g., car ports, patios, etc.) are allowed in the proposal.

Bidders should address known market barriers for the technologies they include in their designs. For example, if PV is included in the design, issues such as avoiding shading over the life of a PV system, preventing inverter reliability problems, and providing market-viable solutions for installing PV on tile roofs should be addressed.

Possible Outcomes

1. Optimized ZENH designs for California Climate Zones 8-13 are developed.
 2. A cost-effective optimum is identified for the combination of energy efficiency and renewable energy technologies to achieve overall cost, energy savings, and peak reduction goals.
 3. Solutions to known ZENH market barriers are identified.
 4. Consumer acceptance and compatibility with builder construction practices is demonstrated in pilot project.
- 2. Innovative ZENH Business Models: Execute innovative business models to reduce the final cost of ZENHs to the home buyer.**

Suggested Approach

Develop creative collaborations and innovative new business models between stakeholders such as builders, manufacturers, utilities, local governments, and financing entities in order to reduce the incremental cost of a ZENH from approximately \$20,000 to \$5,000 and help move ZENH development in the future to market sustainability without state subsidies or greatly reduce state subsidies.

Possible Outcomes

- Costs for PV systems and other ZENH technologies are reduced through long-term purchase commitments that reduce risk for manufacturers and investors, allowing them to commit to long-term capital investments. For example, long-term fixed-price contracts could be structured with an attractive initial purchase price and allow manufacturers to reap profits in later years if they are successful at bringing down costs.
 - Local permitting jurisdictions interested in increasing their energy security and grid stability provide expedited or streamlined processes for reviewing new residential developments incorporating ZENH, and/or provide lower permitting fees for ZENH. If developers could get new projects through the pipeline faster by building ZENH or be granted lower permitting fees, it could provide a powerful incentive for them to develop and even subsidize the costs of ZENH. For example, if developers are allowed to build developments with narrower width streets in exchange for properly orienting streets to maximize the percentage of homes with south-facing roofs, more lots could be built out in the developments.
 - Sufficient utility benefits are established for ZENH to allow utilities to embrace ZENH as a profitable business opportunity that provides utility system benefits, and that make ZENH economics more favorable through new rate tariffs and/or utility incentive programs.
 - A method is developed for ensuring ongoing PV system performance and guaranteeing a customer's utility bills, facilitating consumer financing of ZENH improvements through mortgages or other low-cost financing such as a lease payment built into the monthly utility bill.
 - Creative financing options are established to support ZENH development.
3. **ZENH Demonstration: In cooperation with other team members, pilot test ZENH designs and innovative business models in at least one large-scale (>75 housing unit) ZENH development in California's Central Valley or South Inland areas (Climate Zones 8-13).**

Suggested Approach

Fully implement ZENH design concepts, technologies, and innovative new business models. Test ZENH designs, technologies, and innovative business models in large-scale new-home developments. As part of the demonstration project, the Bidder should develop a brand identity for the ZENH.

Possible Outcomes

- New California-optimized ZENH designs are demonstrated successfully in large-scale developments.
- Partnerships developed to implement innovative new business models, resulting in low-cost ZENH construction in California.
- Barriers to success of new ZENH business models are resolved and model details are fully developed.

4. ZENH Monitoring and Evaluation: Evaluate the ZENHs developed to validate that Energy, Peak and Cost goals were met.

Suggested Approach

Field-verify and document modeled energy use and peak demand via a minimum of one year of post-construction, post-occupancy monitoring. The evaluation must include assessment of utility benefits for the entire development. Also, verify and document ZENH incremental cost to the home buyer and annual electricity bills relative to projected costs and the goals. Bidders will be expected to provide a monitoring plan that evaluates the performance of at least twenty percent (20%) of the pilot demonstration homes.

Possible Outcomes

- Measurement protocols are developed and measurements taken to validate projected and actual ZENH cost and performance.
- Energy, peak demand performance, and cost data are clearly packaged and presented.
- Monitoring demonstrates that technologies selected for design are able to overcome known market barriers.

5. ZENH Market Sustainability: Initiate actions to ensure long-term sustainability of ZENH developments.

Suggested Approach

Initiate actions in order to sustain ZENH development beyond the term and scope of this research effort. Strategies that may be piloted and evaluated for effectiveness include but are not limited to:

- Developing partnerships for continuing ZENH development.
- Developing necessary training modules for installers and local building inspectors, and providing ZENH inspection training to local building inspectors.
- Developing technology transfer products to convey design information and lessons learned to future ZENH developers, such as builder guides, building design specifications, PV design specifications, and installation approaches.
- Provide targeted information on the benefits of ZENH packaged for specific audiences such as realtors and policy makers.

Possible Outcomes

- Business relationships and implementation of creative business models sustaining ZENH continue in California beyond the term of the Agreement.
- Stakeholder groups are armed with all the necessary tools to support sustained ZENH deployment.

19. Team Concept

The intent of this RFP is to fund coordinated R&D in ZENHs that:

- Provides an opportunity for diverse experts in this field to build partnerships and move forward in a coordinated fashion, thus building upon past work, taking advantage of synergies, and avoiding unnecessary duplication; and,

- Brings together a ZENH research team that is comprised of individuals with the administrative, research and market expertise to ensure that the research project is managed and executed effectively, maximizing the likelihood that the research results will be adopted by the market.

Proposals must demonstrate that they include the desired personnel and institution attributes described in Table 2 below.

II. Goals and Objectives of this RFP

Cont'd

Table 2. ZENH Project Team Requirements						
Team Roles	Project Manager	ZENH Design Consultants	Business Model Developers	Demonstration Partners	ZENH Evaluation Team	Market Transfer Experts
Responsibilities	Ensure the success of the project in meeting all project goals. Manage and administer project, coordinate all team communications. Facilitate PACs, CPR meetings. Review and submit project deliverables and reports.	Develop climate-sensitive ZENH designs. Balance energy efficiency and PV design issues to achieve energy use, peak demand, and cost targets.	Develop creative business models to stimulate demand and reduce homeowner cost of ZENHs.	Carry out large scale ZENH demonstration project. Should include all key organizations required for successful demonstration. These may include, but are not limited to, builders, PV suppliers, financing sources, the local permitting authorities, and the local electric utility.	Monitor at least 20% of demonstration homes and analyze their energy, peak demand, and cost performance.	Initiate market actions to apply research results into specific market applications.
Skills	Management, administration, and organizational expertise. Experience working with the types of members on the research team and managing large research projects.	Building science and PV design expertise. Familiarity with current software available for building energy and PV design.	Working knowledge of business entities involved in developing ZENHs. Strong business skills.	Land/residential housing development expertise, construction, PV system manufacturing and installation, financial skills, regulatory expertise, electrical grid operations.	Data collection, analysis, and presentation expertise.	Market expertise: direct connection to market applications. Technology transfer and partnership building skills.
Products/ Outcomes	Project is on schedule and within budget, with high-quality products. Team communications are well-coordinated.	ZENH designs for large-scale demonstration meet energy, peak demand and cost goals.	Brand identity is developed for ZENHs. Detailed strategies are developed and piloted in ZENH demonstration.	Effective interventions are implemented involving all necessary parties to achieve development of >75 ZENHs.	Clear presentation of ZENH cost and energy performance versus energy, peak demand and cost goals.	Training for local planning departments, building departments, builder guides. Information transfer via conferences, papers, and specifications. Sustainable partnerships for future ZENH developments.

III. Evaluation Process and Criteria

20. About This Section

This section explains the overall evaluation process and the technical and policy evaluation criteria. It describes how the proposals will be evaluated for completeness, eligibility and fundamental scientific feasibility. It also describes the evaluation stages, preference points, and scoring of all proposals.

The entire evaluation process from receipt of proposals to the posting of the Notice of Proposed Award is confidential.

A Bidder's proposal will be evaluated and scored based on its response to the information requested in this RFP. During the evaluation and selection process, Commission staff, in their sole discretion, may interview a Bidder either by telephone or in person at the Commission, and/or conduct a site visit at the Bidder's facilities for the purpose of clarification and verification of information provided in the proposal. However, these interviews may not be used to change or add to the contents of the original proposal.

21. Proposal Screening Process

Administrative, Completeness, Eligibility, and Feasibility Screening

All proposals will be initially screened for compliance with administrative requirements, completeness, eligibility, and fundamental scientific feasibility. Proposals that fail the administrative, completeness, eligibility, or feasibility screening will not be evaluated further under this RFP.

A. Administrative Screening

If your proposal fails any of these items, it will be rejected immediately.

1. The proposal must be received at the California Energy Commission Contracts Office by the time and date indicated in Section I.
2. The proposal must not be marked confidential in its entirety. Proposals that are marked confidential in their entirety will be rejected from further evaluation under this RFP.
3. The proposal must document legal compliance with either the "participation" or "good faith efforts" required pursuant to the Disabled Veteran Owned Business Enterprises (DVBE) program. Proposals not documenting compliance with the DVBE program will be rejected from further evaluation under this RFP.
4. The proposal will be rejected if the first day of DVBE advertising is later than the date indicated in the RFP schedule.
5. The proposal must not have costs, cost bids, rates, or any part of the budget marked as confidential.

B. Completeness Screening

A proposal must follow the format and contain all of the information described in RFP Section V or the proposal will fail the completeness screening and will be rejected prior

to the technical evaluations. In particular, proposals will be screened for completeness on the basis of whether or not the proposal contains sufficient information to enable a useful evaluation to be conducted.

C. Eligibility Screening

To be eligible for possible funding under this RFP, proposals must meet all of the following eligibility criteria. Proposals that fail the eligibility screening will not be evaluated further under this RFP.

Target Areas Addressed

The proposal must address the target areas identified in this RFP, including the minimum demonstration size of 75 housing units. Proposals must include a preliminary design identifying the key energy efficiency measures and PV design anticipated to achieve the energy and peak reduction goals. Proposals must also include documentation of business models that will be implemented to address the cost reduction goal and include firm commitments from participating partners.

Project Connection to the Market

The proposal must identify why the research is responsive to the needs of the market and identify the audience for the research results. The proposal must also identify how it will involve market participants to initiate the adoption of research results.

Project Need – Advancement of Science and Technology

The proposal must provide a clear and convincing explanation of why PIER funding is appropriate and needed for the proposed activities. Specifically, the Bidder must discuss the project's current status, and describe what science or technology advancement they will achieve that is inadequately addressed by the competitive or regulated markets, and what technical or market barriers they will resolve.

Impacts and Benefits for California

The proposal must provide clearly identified benefits to California's electricity ratepayers in the area of ZENH. The proposal must contain a clear and understandable description and estimated public benefits that the Bidder anticipates will result from the proposed project. The proposal must provide quantitative baseline conditions and expected market impacts for the project. There must be a clear and convincing explanation of how the market impacts can be measured to gauge success in meeting the goals and objectives stated for the project.

Project Manager and Project Team

The proposal must identify all of the participants listed in Table 2 above.² An overall Project Manager with experience in managing large research and demonstration projects must lead the proposed project. In addition, the proposal must clearly identify the people making up the project team, their individual responsibilities in conducting the

² The evaluation criteria will score proposals more highly if they go beyond identifying the project team members also provide contracts or signed letters from all key organizations required for a successful ZENH demonstration outlining the nature of their contribution to the project and confirming their participation.

management and research, and their skills and experience in project management and the scientific and/or technical area(s) being addressed. The project team must also demonstrate past success in taking R&D products to market, and show sufficient financial depth to deploy ZENH if the project proves to be successful.

The proposal must clearly describe the communication, project tracking and budget management techniques the leaders will use to manage project work efforts. Bidders must also describe the steps the Project Manager will take to engage and facilitate a Project Advisory Committee to enable it to function effectively to aid project direction and market connection activities.

PIER Funding and Match Funding

Each proposal must contain a budget that identifies:

- the total, project and task level amounts of PIER funding requested,
- the total, project and task level amounts of match funds to be provided,
- the total amount of the project, including both PIER and match funds,
- the proposed expenditures by cost category for each task,
- the hourly rates and fringe benefits of personnel who will be working on this project,
- the calculation and description of fringe benefits, overhead, general administrative expenses, and profit rates,
- the supporting documentation for pre-approved travel, equipment, materials, and miscellaneous expenditures,
- how the PIER funds will be expended during the Agreement in relationship to the milestones and overall products to be developed during the Agreement.

The proposed PIER budget must be commensurate with the level of proposed work.

D. Feasibility Screening

Proposals will be evaluated for fundamental feasibility on the basis of whether the proposed project appears to comply with known scientific principles, and if not, whether the proposal contains a sufficiently sound explanation to justify proceeding with a further evaluation. Proposals that fail the feasibility screening will not be evaluated further under this RFP.

22. How Will Proposals be Scored?

Overview of the Evaluation Scoring Process

Proposals must pass the Administrative, Completeness, Technical Eligibility, and Feasibility Screenings to be eligible for the technical evaluation scoring by the Proposal Scoring Committee. The Proposal Scoring Committee may consist of Commission staff, staff of other agencies, private consultants or other designated representatives of the State to evaluate the proposals. During the evaluation process, all proposal evaluators and scorers will keep the contents of the proposals confidential.

The Proposal Scoring Committee will evaluate and score proposals according to the evaluation criteria described below. The minimum passing Technical Evaluation Score is 700 or more points to be considered for possible funding. If applicable, the Non-Technical

Preference Points are added to the Technical Evaluation Score of proposals that receive a Technical Evaluation Score of 700 points or more. Upon completion of the technical and non-technical evaluation scoring, the Proposal Scoring Committee will prepare a ranked list of the proposals, in descending order, based upon each proposal's total score. The Commission's RD&D Policy Committee will recommend how far down the ranked list of proposals scoring 700 total points or more will receive contract awards.

If a successful Bidder decides to withdraw a proposal, or if a Bidder will not sign the proposed Agreement within its allotted time, the proposal will be disqualified from this award.

Scoring Scale

The Proposal Scoring Committee will give a score from zero (0) to ten (10) for each criterion described below, based upon the information provided by the Bidder's proposal. Each score will then be multiplied by a weighting factor to obtain the total points for that criterion. Scores will be assigned in accordance with the following guidelines:

Score	Proposal Response
0	Not Responsive to the Criterion
1-3	Response is Minimal
4-6	Responsive to Most RFP Requirements
7	Responsive to All RFP Requirements
8-9	Response is Specific and Exemplary
10	Response is Specific and Superior, both Quantitatively and Qualitatively

23. What are the Technical and Policy Evaluation Criteria?

All proposals that pass the Administrative, Completeness, Eligibility and Feasibility screening will be evaluated for merit based on the following technical and policy evaluation criteria:

1. Energy and Peak Demand of Proposed ZENH Design

(Weighting factor: 20; Maximum Weighted Score: 200)

The extent to which:

- a) The proposal includes a preliminary design with viable energy measures and approaches, and demonstrates a high chance of success for meeting the RFP Energy and Peak Demand targets;
- b) The proposal includes additional cost-effective energy efficiency and renewables technologies such as those listed under the "Suggested Approach" for the required ZENH Design task outlined under "Target Areas" above.

- c) Projections for the energy and peak demand performance of the ZENH measures included in the bidder's design for the large-scale demonstration are reasonable based on the methods proposed;
- d) The proposal establishes a reasonable baseline for evaluating the proposed design's energy and peak demand performance relative to a typical house in the specific climate and utility territory identified for the demonstration project, including the effect on both residential and system peak; and
- e) The proposed design concepts recognize and are responsive to California-specific technical and market issues including climate, industry, and regulatory issues.

2. Project Connection to the Market

(Weighting factor: 10; Maximum Weighted Score: 100)

The extent to which:

- a) The partnerships, developed to meet the energy, peak, and cost goals of the RFP, are strong and demonstrate a deep commitment on the part of the participants;
- b) The research proposed is responsive to customer and industry interests, needs and identified barriers, as evidenced by specific market research, surveys and the Bidder's assessment of market drivers and market barriers for ZENH;
- c) Market driven technologies such as BIPV systems are included in the ZENH design approach;
- d) The project includes 1) appropriate market actions to initiate and sustain transfer of research results into the marketplace and 2) team members from industry that are qualified and committed to successfully transfer the products to the marketplace;
- e) The proposal includes a preliminary commitment from individuals to serve on a project advisory committee who are appropriate for providing 1) input on the market relevance of the research and 2) opportunities for transferring the research results to the marketplace;
- f) The project team has the experience, skills, and connections to the marketplace to help ensure market transfer of both the products and the knowledge that result from the project, and
- g) The proposed match funds reflect a commitment by the building industry partners to transfer the project research results to the marketplace.

3. Project Need – Advances Science or Technology Not Adequately Addressed by Competitive or Regulated Markets

(Weighting factor: 5; Maximum Weighted Score: 50)

The extent to which the proposal:

- a. Identifies the current status of the proposed research, including production readiness issues as appropriate, and makes a case for the need for additional research. Bidders are expected to discuss recent related RD&D efforts in the area of ZENH, and how this proposal will build upon or expand the current knowledge base;
- b. Responds to why the project objectives will not be adequately addressed by the competitive or regulated markets; and,

- c. Discusses why PIER funding is necessary to advance the proposed science and/or technology.

4. Impact and Benefits for California

(Weighting factor: 5; Maximum Weighted Score: 50)

The extent to which:

- a. The proposed project will provide benefits to California's electricity ratepayers in the area of ZENHs;
- b. The proposal documents and quantifies the baseline conditions of appropriate technologies as well as specific building markets. These baseline conditions will be used in measuring the success or potential success in achieving technical, economic, and performance goals; and,
- c. The proposal identifies quantitative market impacts for the research projects, corresponding to changes in the documented baseline conditions. The proposal identifies the market for the research results, quantifies the size of the market, and the expected impact on the market if the research is successful, and justifies the reasonableness of the assumptions. These projections should look beyond the research contract term to estimate building market impacts.

5. Project Manager and Project Team

(Weighting factor: 10; Maximum Weighted Score: 100)

The extent to which:

- a. The Project Manager has specific organizational, administrative, and team lead skills and a proven track record for managing buildings research projects successfully, including capability in administering the contract to control costs, maintaining the project schedule, providing quality control of the deliverables produced by the team, and communicating effectively;
- b. The structure of the team provides clear roles and responsibilities among the team members, and establishes clear lines of communication to ensure team members share information and meet their individual responsibilities. The proposal includes a clear and methodical plan by which the Project Manager will coordinate the reporting of information to all contract team members and stakeholders, including the Commission, the PAC, business partners, the building science and research community, and the marketplace;
- c. The research team has diversity and experience in the skill sets, identified in Table 2, needed to successfully respond to the administration, design, implementation, evaluation, and marketing requirements stated in the RFP;
- d. The project team has past success in taking R&D products to market, and shows sufficient financial depth to deploy ZENH if the project proves to be successful;
- e. The project includes all of the participants listed in Table 2, with or contractual commitments, or at a minimum letters of commitment, from all of the demonstration partners; and,

- f. Potential members of the PAC have been identified and a letters of commitment or intent from proposed PAC members are included with the proposal.

6. Project Scope of Work

(Weighting factor: 20; Maximum Weighted Score: 200)

The extent to which:

- a. The scope of work demonstrates a clear, appropriate and complete plan for achieving the identified administrative, research and market goals and objectives of the project;
- b. The scope of work is logical and reasonably sequences tasks, and allocates time, labor, equipment and facilities per task;
- c. The scope of work contains a well defined set of intermediate deliverables and final products that will be delivered and defines a specific market connection for each of the proposed products;
- d. The scope of work includes a clear and methodical plan that will enable the PAC to improve the proposed research quality and the market penetration rate for the research results, including a preliminary schedule for PAC meetings;
- e. The proposal systematically identifies and assesses project risks, such as plans for completing the project successfully if proposed match funds are significantly reduced or lost, and includes plans for mitigating these risks. The proposal describes clear and complete contingency plans that are appropriate for the risks identified; and,
- f. The scope of work fully addresses the five minimally required technical tasks identified in Section 19 (Target Areas), and identifies additional tasks and products beyond the minimum tasks as appropriate to meet the goals of the RFP:
 - The ZENH Design task describes a sound methodology for developing optimized ZENH designs to meet the Energy, Peak Demand, and Cost goals of the RFP.
 - The Innovative ZENH Business Models task fully develops one or more promising new business models, with firm partnership commitments for business relationships, which lower the costs of ZENH to the homeowner and do not rely solely on PV subsidies to be successful;
 - The ZENH Demonstration fully demonstrates the proposed ZENH designs and innovative business models, addresses the targeted climate zones, and meets or exceeds the minimum size requirement of 75 housing units;
 - The RFP Monitoring and Evaluation task proposes an effective plan for evaluating the success of the ZENH designs and business models as applied in the demonstration project, including a comprehensive measurement methodology and protocols; and
 - The ZENH Market Sustainability task incorporates key actions that will sustain the ZENH design concepts, innovative business models, and business relationships developed in the project beyond the term of this research effort.

7. Cost of proposed ZENH Design

(Weighting factor: 20; Maximum Weighted Score: 200; Maximum Cost Points: 200)

The extent to which:

- a) The proposal includes viable measures and approaches with a high chance of success for meeting the RFP Cost Goal of reducing the homebuyer's incremental cost for a ZENH house to no more than \$5,000, and annual electricity bills by 70%;
- b) Financial projections for the incremental costs of the ZENH measures included in the bidder's design for the large-scale demonstration are reasonable based on the methods proposed;
- c) The proposal establishes a reasonable baseline for evaluating the proposed design's incremental first cost and annual utility bills relative to a typical house in the specific climate and utility territory identified for the demonstration project;
- d) The financial projections quantify the benefits of innovative new business models as well as technology costs; and,
- e) The proposal includes a breakdown of all major costs and savings to demonstrate convincingly how the bidder will achieve the RFP Cost Goal.

8. Project Budget

(Weighting factor: 10; Maximum Weighted Score: 100; Maximum Cost Points: 100)

The extent to which:

- a. The PIER funds requested are appropriate, relative to the goals and objectives of the project and projected outcomes, including the number of homes in the ZENH pilots and the market changes that are projected;
- b. The PIER funds requested are commensurate with the value of public benefits not adequately addressed by regulated or competitive markets which the project will provide;
- c. The portion of the budget dedicated to research and market actions are significantly greater than the administrative costs;
- d. The match funds are proportional to the ratio of private benefits compared to public benefits of the proposal and the match funds benefit the project goals;
- e. The project budget information provided is consistent with the scope of work and itemizes reasonable costs for personnel, subcontractors, equipment, operating expenses, fees, etc., for each task;
- f. Budgets indicate the total budget, the PIER reimbursable budget, and the matching funds budget, indicating all sources of funding, for each task described in the scope of work;
- g. Budgets are itemized in detail to justify the expenditures by task. The budgets include the required information for personal services, subcontractors, operating expenses, fees, and total expenditures; and
- h. The budget shows that key personnel and subcontractors are committed to the project for the appropriate number of hours and functions to accomplish the activities described in the work statement.

Summary of Technical Evaluation Score

- **Minimum Passing Technical Evaluation Points:** 700
- **Total Possible Technical Evaluation Points:** 1000

24. What Are the Non-Technical Preference Points?

A Bidder may qualify for up to four categories of non-technical preference points. Each qualifying Bidder with a technical evaluation score of 700 points or greater will receive the applicable preference points. The sum of the Bidder's technical evaluation score and preference points will constitute the Bidder's total score. Proposals will be ranked based upon the Bidder's total score. Forms submitted for preference points must be included in Volume 1.

1. Small Business

Bidders who qualify as a State of California certified small business or who self-certify under the Federal Government statutes as a small business will receive five percent (5%) preference points based on the cost points received by the highest scored proposal, if the highest scored proposal is submitted by a business other than a certified small business. Instructions for becoming certified by the State of California as a small or disabled veteran owned business is contained in RFP Attachment 5.0.

2. Target Area Contract Preference Request

The Target Area Contract Preference Act (Government Code Section 4530 *et seq.*) provides five percent (5%) preference points to California-based companies that perform state contract work in a distressed area. Bidders should complete RFP Attachment 5.1 if they qualify for this preference. If you have further questions or need additional information on this matter, please contact TACPA/LAMBRA Preference Program Group at (916) 375-4609.

3. Enterprise Zone Request

The Enterprise Zone Act (Government Code Section 7070, *et seq.*) provides preference points as an incentive for business and job development in distressed and declining areas of the State. Bidders should review RFP Attachment 5.2 to determine if they qualify for this incentive. If you have further questions or need additional information on this matter, please contact TACPA/LAMBRA Preference Program Group at (916) 375-4609.

4. Local Agency Military Base Recovery Act

The Local Agency Military Base Recovery Act (LAMBRA, Government Code Section 7118, *et seq.*) provides five percent (5%) preference points to California-based companies that perform State contract work in the LAMBRA. Bidders should review RFP Attachment 5.3 to determine if they qualify for this preference. If you have further questions or need additional information on this matter, please contact TACPA/LAMBRA Preference Program Group at (916) 375-4609.

IV. Administrative Information

25. About This Section

This section provides Bidders with information on definitions of important terms, sources of information, how to submit a proposal, confidential information, grounds for rejecting a proposal, and other administrative details. Every technical proposal must establish in writing the Bidder's ability to perform the RFP tasks listed in the Scope of Work.

26. Is there a Deadline For Submitting a Proposal to this RFP?

Yes. All copies of your proposal must be delivered to the Commission Contracts Office during normal business hours and **prior** to the date and time specified in Section I. In accordance with Public Contract Code 10344, proposals received after the specified date and time are considered late and will not be accepted. There are no exceptions to this law.

27. How Should a Proposal be Packaged and Labeled for Submittal?

Bidders must submit the original and 10 paper copies of each volume, including if submitted, the confidential information. The original and copies of each volume must be labeled "Request for Proposal 500-04-501," and include the title of the proposal and the appropriate volume number:

- "Volume 1 – Administrative Section"
- "Volume 2 – Technical and Cost Sections"
- "Volume 3 – Confidential Information"

28. Is There a Preferred Method for Delivery of the Proposal?

A Bidder may deliver a proposal by:

- U. S. Mail
- Personally
- Courier service

Postmark dates of mailing, E-mail and facsimile (FAX) transmissions are not acceptable in whole or in part under any circumstances.

29. What is the Address for Delivery of Proposals?

Label and deliver your proposal, in a sealed package, as follows:

Person's Name, Phone #	
Bidder's Name	
Street Address	
City, State, Zip Code	
FAX #	
	RFP 500-04-501
	Contracts Office, MS-18
	California Energy Commission
	1516 - 9th Street, 1st Floor
	Sacramento, CA 95814

30. How is Confidential Information Treated?

From the beginning of the RFP process until the evaluation is complete and the Notice of Proposed awards is posted or the RFP is cancelled, the Commission is required to hold all information received from Bidders as confidential. However, proposals and all submittals will become public records after the Commission completes the evaluation and/or scoring process and the Notice of Proposed Awards is posted or the RFP is cancelled.

After the posting of the Notice of Proposed Awards,

- confidential materials submitted by unsuccessful Bidders will be destroyed and/or returned. The Commission will not retain confidential submittals from unsuccessful Bidders.
- confidential materials submitted by successful Bidders will be kept confidential, pending incorporation of confidentiality determination as part of the subsequent PIER Agreement as appropriate.

A complete application for confidentiality pursuant to Title 20, California Code of Regulations, sections 2505(a) and 2505(c)(2)(A) may be required prior to DGS approval of the Agreement at the option of the Commission. These confidentiality specifications and procedures are issued in accordance with Title 20, California Code of Regulations, section 2505(c)(2)(A).

31. What Types of Information Are Considered Confidential?

Consistent with its confidentiality regulations, and the California Public Records Act (Government Code Section 6250 et. seq.), the Commission generally will grant confidential treatment for information that is essential to understanding the proposal, clarifies the status of technology prior to Agreement work, or will be an Agreement deliverable that is information typically held in confidence. Examples include:

- Information that is patent pending (until a patent has been approved), including patent application numbers
- Technical trade secrets (e.g., detailed technical drawings)
- Marketing/business trade secrets (e.g., energy use data for an individual commercial or industrial facility, pending strategic partnerships with manufacturers)
- Economic/financial trade secrets (e.g., income tax records).

Conversely, the Commission will **not** allow confidential treatment for certain other types of information. Bidders are cautioned against seeking confidentiality for the following types of information:

- Project descriptions/scope of work (including task descriptions, schedule of deliverables and due dates).
- Proposed project budgets (PIER and match fund), including labor rates, overhead, direct labor, other direct costs, profit, and the like.
- Disabled Veterans Business Enterprise information.

- Names of employees, subcontractors and match fund participants.
- Test plans and reports.
- Progress reports.
- Final reports.

The Commission will allow technical and business trade secrets to be reported in separate confidential addenda to test reports and final reports.

32. Are There Important Administrative Details I Should Know?Disabled Veteran Business Enterprises

This contract is subject to a participation goal of three percent (3%) for certified California Disabled Veteran Business Enterprises as set forth in Public Contract Code Sections 10115, et seq. Refer to, RFP Attachment 4.

Bidders must provide DVBE qualifications, experience and duties to be performed under the Scope of Work, and in the Budget. Bidders shall provide DVBE project detail participation in the same manner as other subcontractors, including work descriptions, staffing and budget information. DVBE subcontractors are considered Key Subcontractors and are subject to the same requirements.

Small Business Preference

Government Code Sections 14835, et seq., requires that a five percent (5%) preference be given to any Bidder who is certified by the State of California as a small business. A Bidder who claims this preference may include a copy of its approved certification form in the Bidder's proposal.

33. Will the Commission Reimburse the Cost of Preparing a Proposal?

No. The Bidder is responsible for the cost of developing a proposal, and this cost cannot be charged to the State or the Commission.

34. Can the Commission Impose Conditions or Limits on Awards?

Yes. The Commission reserves the right to condition, modify or otherwise limit any and all PIER funding awards made pursuant to this RFP.

35. Can the Commission Cancel or Amend This RFP?

Yes, if it is in the State's best interest. It is the policy of the Commission not to solicit proposals unless there is a bona fide intention to award an Agreement. The Commission reserves the right to do any of the following:

- Cancel this RFP
- Amend or revise this RFP as needed; or
- Reject any or all proposals received in response to this RFP.

36. How will I know if the RFP is Revised?

If the RFP is changed or revised, the Commission will prepare and mail a formal written addendum to all parties who requested a copy of the RFP from the Commission's Contracts Office and attended the Pre-Bid Conference. In addition, the addendum will be posted on the Commission's Web Site: www.energy.ca.gov/contracts and Department of General Services' Web Site: www.cscr.dgs.ca.gov/cscr. The RFP cannot be revised after proposal due date.

37. What If I Find an Error in this RFP Document?

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Bidder shall immediately notify the Commission's Contracts Office of such error in writing and request modification or clarification of the RFP. Clarifications will be given by written notice to all parties who have obtained an RFP, without divulging the source of the request for clarification. The Commission shall not be responsible for failure to correct errors.

38. Generally, What are the Agreement Requirements?Term of the Agreement

We estimate that the agreement(s) will begin in March 2005. The term of the proposed work should be for no longer than three (3) years, and it should be shorter if possible.

Agreement Terms and Conditions

Standard Terms and Conditions are included in this RFP (Section VI, Attachment 7, Terms and Conditions). It is the intention of the Commission to use these Standard Terms and Conditions in all Agreements awarded as a result of this RFP. The content of this RFP and the Bidder's proposal will be incorporated by reference into the final Agreement.

Separate Terms and Conditions for the University of California campuses and the Department of Energy national laboratories have been negotiated and are on the Commission's website at:

http://energy.ca.gov/contracts/pier_program_files/2002-12-03_UC_CA_PIER_TC.PDF and
http://www.eere.energy.gov/office_eere/state_agreements.html

No exceptions to the Terms and Conditions will be considered. Therefore, the Commission recommends that both the Bidder and its subcontractors carefully review, including legal counsel, the Agreement terms and conditions before deciding to submit a proposal.

Agreement Cancellation

The Commission reserves the right to terminate any Agreement awarded through this RFP by providing a 30 day notice to the successful Bidder.

No Agreement Until Signatures and Approvals are in Place

The proposed Agreement between the Commission and the successful Bidder is not in effect until the Agreement is signed by all of the parties, which includes approval at a Commission Business Meeting, Bidder signature, Energy Commission signature, and approval by DGS-OLS.

Agreement Amendment

An Agreement executed as a result of this RFP can be amended by mutual consent of the Commission and the Contractor.

Audit

The Bureau of State Audits may audit an Agreement awarded under this RFP up to a period of three years after the final payment or termination of the Agreement.

Subcontractors

The Bidder must submit the information required in the Project Team Section of the proposal for all Key Subcontractors (those who are budgeted for 25% of the total award or \$100,000, whichever is less, or are a DVBE subcontractor). The Bidder must also submit budget pages and supporting documentation for all Key Subcontractors.

The Contractor is responsible for the quality of all subcontractor work, and may only replace Key Subcontractors as specified under the Agreement Terms and Conditions.

39. What If I Decide To Modify Or Withdraw My Proposal?Withdrawal/Modification

A Bidder may, by letter to the Contracts Officer, withdraw or modify a submitted proposal before the proposal deadline (due date and time) in the RFP Schedule. Proposals cannot be modified or withdrawn after that date and time.

Immaterial Defect

The Commission may waive any immaterial defect or deviation contained in a Bidder's proposal. The Commission's waiver shall in no way modify the proposal or excuse the successful Bidder from full compliance.

40. How Will I Know If I Have Been Awarded An Agreement?

The Notice of Proposed Awards (NOPA) will be posted for five (5) working days at the Commission's headquarters in Sacramento, and on the Commission's and the DGS' web site. In addition, each Bidder will be mailed a copy of the NOPA.

Upon completion of the five (5) day notice period, Agreement documents will be prepared and sent to successful Bidders for their signatures. The Commission will not consider any substantive changes to the Agreement "terms and conditions" contained in this RFP. If, for any reason, a successful Bidder does not sign the Agreement documents within time allotted, the Commission may eliminate that proposal from its award list and select the next highest ranked proposal for funding.

After the awarded Bidders have signed the Agreement documents, the Commission will consider final approval of each Agreement at a publicly noticed Commission Business Meeting. The Commission at that time may approve more than one Agreement.

41. What are the Grounds for Rejection?

A proposal **will be rejected** if any of the following occurs:

- The proposal is not received by the time and date set for receipt of proposal listed in the RFP Schedule Section 1 (Public Contract Code, Section 10344(a)).
- The entire proposal is labeled as confidential.
- The proposal is considered nonresponsive to the DVBE program requirements.
- If the first day of DVBE advertising is later than the date indicated in the RFP schedule.
- The proposal does not meet administrative, completeness, eligibility, or feasibility screening criteria.
- The proposal identifies project costs as confidential, including labor rates, overhead, direct labor, other direct costs, profit, and the like.

A proposal **may be rejected** if:

- It does not contain a properly executed Certification Clauses Package (see Attachment 3).
- It contains false or misleading statements or references which do not support an attribute or condition contended by the Bidder.
- The proposal does not comply with or contains caveats that conflict with this RFP.
- There is a conflict of interest as contained in Public Contract Code Sections 10410, 10411 and 10365.5.
- The proposal is unsigned.
- The Bidder submits more than one proposal in response to this RFP.
- The proposal is not prepared in the required format described herein.

42. What If My Proposal Is Unsuccessful?

After the NOPA is posted, each unsuccessful Bidder may request a debriefing meeting with the Commission Contracts Office. The debriefing meeting is an opportunity for an unsuccessful Bidder to learn why their particular proposal was not successful and may provide insight to improving proposal preparation for future RFPs.

43. What If I Want To Protest The Awards?

A Bidder may file a protest against the proposed awarding of an Agreement. Once a protest has been filed, Agreements will not be awarded until either the protest is withdrawn or DGS decides the matter. Alternatively, the RFP may be cancelled with no awards being made.

Please note the following:

- Protests are limited to the grounds contained in the California Public Contract Code Section 10345(b)2).
- During the five working days that the NOPA is posted, protests must be filed with the DGS Legal Office and the Commission Contracts Office.

- Within five days after filing the protest, the protesting Bidder must file with the DGS and the Commission Contracts Office a full and complete written statement specifying the grounds for the protest.
- If the protest is not withdrawn or the RFP is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Bidder and the Commission for the DGS hearing officer consideration.

44. What Happens To My Proposal Documents?

On the NOPA posting date, all proposals and related material submitted in response to this RFP become the property of the State and a part of the public record, unless the Bidder has submitted an application for confidentiality.

The confidential volumes submitted by unsuccessful Bidders will be destroyed by the Commission. Contractor identified and Commission designated confidential documents will be filed separately from the rest of the proposal and Agreement documents. Only authorized persons will have access to these designated confidential documents.

45. Key Words and Their Definitions

Agreement: The Agreement signed by the Bidder and the Commission, and approved by the California Department of General Services. An Agreement is defined in the Public Contracts Code as an agreement or joint development Agreement to provide labor, services, material, supplies, or equipment in the performance of an Agreement awarded for or on behalf of the State of California.

Agreement budget: The proposed Commission-reimbursable expenditures AND the Contractor's match fund expenditures for that portion of the project covered by the Agreement term.

Agreement term: The start and end dates stated in the Agreement between the Commission and the Contractor. The project may be shorter than, coincide with, or extend beyond, the Agreement term. However, all Commission reimbursed and matched activities must occur during the Agreement term.

Application: How a technology, once it is developed, is used to achieve a desired result or objective.

Baseline condition: The current market condition that the proposed research is intended to impact. A current quantitative snapshot of the technical research proposed and the building market segment potentially affected by the research products to be developed.

Bidder: Organization submitting a proposal to this RFP.

Building-Integrated Photovoltaics (BIPV): BIPV systems are those that are integral to the building envelope. In addition to helping generate electricity that can offset peak demand purchases, BIPV systems can act as a replacement to roofing materials, and

have a low roof profile. See also http://www.energy.ca.gov/contracts/pier_pv-zenh/2004-08-02_workshop/2004-08-02_ATTACH-I.PDF for more detail.

Business Model: Conceptual model that defines how value is created, sold, and delivered to customers, including a *value proposition* (what is sold and delivered in the market), *supply chain* (how the value is delivered to the market), and *target customers* (to whom the value is delivered).

Contractor: A Bidder, after an Agreement with the Commission has been signed and approved.

Cost points: The portion of the proposal evaluation dedicated to budgetary and project funding criteria.

Decision maker: For the purposes of this RFP, a participant in the building industry who is in a position to make key decisions that affect building energy performance and indoor environmental quality.

Deliverable: Deliverables are products that incorporate the knowledge and understanding gained by performing the activities and that are submitted to the Commission for review, comment and approval.

Demonstration: Showing the operation or working of a commercial configuration of a product or process.

Development: Advancing technological progress towards a final product or process.

DGS: State of California, Department of General Services.

End use: A category of energy consuming equipment and systems that provide a specific building function (e.g. lighting, heating, cooling, ventilation).

Equipment: An item or group of items having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with Commission funds. **Equipment** means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Commission funds. The Commission may determine the normal useful life of such equipment.

Goal: For the purposes of the RFP, the desired outcome for California buildings and building occupants that the proposed work will strive to achieve.

Housing Unit: For the purposes of this RFP, refers to a single-family home, or single residence or apartment within a multifamily building.

Innovation: previously unknown, unused, or not broadly adopted combination of methods, materials, processes, or conditions.

Key personnel: Those individuals who are critical to the successful completion of the proposed project and are difficult to replace because of their experience, capabilities and knowledge.

Key Subcontractors: Those contractors, subcontractors or vendors to the Contractor who are critical to the outcome of the project (those who are budgeted for 25% of the total award or \$100,000, whichever is less). As with Key Personnel, Key Subcontractors may have expertise in the particular field, or have experience that is not available from another source and replacement may significantly affect the project. An employee of the Contractor's subcontractor or vendor may also qualify as "key".

Milestone: A significant point in the performance of the project. Examples include the Critical Project Review, the completion of a task, the submittal of a deliverable, the completed installation of a piece of hardware, and the initial operation of a new system.

Objective: Specific strategies to achieve a goal.

Partnerships: In the context of this RFP, ZENH "partnerships" are defined broadly to encompass a variety of cooperative relationships such as vendor/customer relationships, government/private sector cooperation, or other business relationships which may or may not be contractual in nature.

Performance metric: An indicator of the performance of a product that allows the research product to be evaluated on its ability to meet the identified technical, economic and performance goals.

Private benefit: For the purposes of this RFP, private benefit is an economic return or profit that the Bidder or a member of the team acquires for its own advantage.

Project: An RD&D effort intended to advance a specific science and/or technology that is guided by a set of goals and objectives and that is implemented according to a valid technical approach. For example, designing, fabricating and testing an advanced lighting system to achieve a specific set of economic and technical goals is a single project. Similarly, testing a number of lighting systems (previously developed by means other than the requested PIER funding) to determine and compare their technical and/or economic performance is a single project. In the latter case, the science being developed is the comparative test information and analysis.

Proposal: The formal written response to this RFP from the Bidder. If the Commission funds the proposal, the proposal will be expressly incorporated into the Agreement.

Public benefit: A project produces public benefits if it achieves one or more of the following five objectives: (1) improves energy cost or value, (2) improves the environment, public health and safety, (3) improves energy reliability, quality or sufficiency, (4) strengthens the California economy, and (5) provides consumer choice. (Ref: *California Energy Commission Five-Year Investment Plan, 2002 Through 2006, for the Public Interest Energy Research (PIER) Program, Volume 1, Report to the*

California Legislature, California Energy Commission, March 1, 2001. Available at http://www.energy.ca.gov/reports/reports_600.html)

RFP: Request for Proposal, this entire document. The competitive process of selecting Contractor (s) to provide services for the benefit of the Energy Commission.

Research: The careful, systematic, and reasonably thorough study and investigation in a particular field of knowledge, for the purpose of discovering or establishing facts or principles and developing a product or process.

Research, Development, and Demonstration: RD&D.

Stakeholder: An entity, such as an individual, corporation, trade organization, end user, research organization, university, regulatory body, government agency, financial organization, sponsor, or marketer that has a title, financial share, special skill or resource, mandated responsibility, or other direct interest in the undertaking to develop, enable, negotiate, deploy, or commercialize a technology.

State: State of California.

Summer Peak Demand: For the purposes of this RFP, “summer peak demand” for a ZENH is defined as the maximum daily power drawn from the electric utility on weekdays during the four hours surrounding the system peak, averaged across the utility system’s hottest month.

Task: A distinct effort that includes a goal, a description of related activities, a list of deliverables, a schedule, and a budget.

Technology: The body of knowledge, system component, device, manufacturing technique, material, etc. that will be improved as a result of the projects proposed by the Bidder.

V. Proposal Format and Required Documents

46. About This Section

This section contains the detailed technical and mandatory proposal format requirements, and the approach to be used by the Bidder for the development and presentation of proposal data. The format is prescribed to assist the Bidder in meeting State bidding requirements and to enable the Commission to evaluate each proposal uniformly and fairly. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all required data must be supplied.

47. Is there a Limitation in the Proposal Format and Length ?

Proposals must be presented in a clear, complete, and concise manner. Volume II (Table of Contents, RFP Attachments 6 and 12) should be kept to a combined maximum of fifteen (15) pages of text. Bidders are strongly encouraged to limit the length of their proposals, while adequately covering the proposal requirements.

Bidders who believe that supporting documentation or additional explanations beyond the fifteen (15) page limit are needed may attach such information in appendices to their proposal. Appendices are appropriate for items such as calculations of public and private benefits and associated discussions, calculations of performance enhancements resulting from successful completion of the proposed work, and summaries of accomplishments from previous RD&D projects that are relevant to the proposed project.

48. Is the Notice of Intent to Bid Required to Submit a Proposal?

Bidders are **encouraged** to submit a "Notice of Intent to Bid" (RFP Attachment 1) to the Commission by the date and to the address listed in Section I. The Notice may also be faxed to the Commission's Contracts Office at (916) 654-4423. This Notice is not binding on prospective Bidders, but will be used to aid the Commission in planning for the resources needed to evaluate proposals that are subsequently submitted. All Notices received by the Commission will be kept confidential until the Notice of Proposed Awards is posted.

49. What is the Required Format for a Proposal?

All proposals that are submitted under this RFP must be typed or printed using a standard 11-point font, singled-spaced and a blank line between paragraphs. Pages must be numbered and sections titled. Spiral or comb binding is preferred. Binders, colored photographs and colored graphs are discouraged.

Bidders **must submit** the original and [10 paper](#) copies of Volume 1, Volume 2, and optional Volume 3. Submittals must be printed front to back.

Bidders **must also submit** electronic files of the proposal on [CD-ROM or 100 or 250 MB zip diskette](#) along with the paper submittal. Electronic files must be in Microsoft Word '97 and Excel Office Suite '97 formats.

Electronic files submitted via e-mail will not be accepted.

Organize your proposal as follows:

Volume 1 Administrative Section

- Cover letter
- Application and Project Information Form (Attachment 2)
- Contractor Certification Clauses (Attachment 3)
- Disabled Veteran Business Enterprise Participation Form (Attachment 4)
- Small Business Form, if applicable (Attachment 5.0)
- Target Area Agreement Preference Request Form, if applicable (Attachment 5.1)
- Enterprise Zone Act Preference Request Form, if applicable (Attachment 5.2)
- Local Agency Military Base Recovery Area Form, if applicable (Attachment 5.3)

Volume 2 Technical and Cost Section

- Table of Contents
- Executive Summary (Attachment 6)
- Project Description (Attachment 12)
- Project Manager and Project Team (Attachment 12)
- Project Funding and Match Funding (Attachment 12)
- Project Scope of Work (Attachment 8, Exhibit A)
- Schedule of Deliverables & Due Dates, and the Gantt Chart
(Attachment 8, Exhibit A-1)
- Detailed Budget (Attachment 9, Exhibit B)
- List of Contacts, Key Personnel, and Key Subcontractors (Attachment 10, Exhibit F)
- Customer References (Attachment 11)
- Appendices
 - Team Resumes
 - PAC Member Letters of Intent
 - Match Funding Letters of Commitment
 - ZENH Demonstration Partner Letters of Commitment
 - Other supporting documentation, if applicable

Volume 3 Confidential Information, if applicable

- List of Confidential Information and Intellectual Property (Attachment 13)
- Copy of Confidential Submittal

50. What is Required in Volume 1 - Administrative Information?

The following is a list and brief description of the items (sections) that must be submitted in Volume 1 of each proposal. Bidders should carefully read this format and content information (along with the eligibility, completeness and feasibility criteria, and the evaluation criteria presented subsequently) to understand the relative importance of the information being requested in the proposal. The following five (5) sections must be included, complete, and accurate, or the proposal will fail the completeness screening and will be rejected prior to technical evaluations.

1. Cover Letter

The Bidder must submit a cover letter on company letterhead signed by a person who has the authority to bind the Bidder to an Agreement for the proposed work.

2. Application and Project Information Form

Complete the Application and Project Information Form (Attachment 2). Have a person who is authorized to sign Agreements for your company sign the original of this form as the "Authorized Official." Note that this Application and Project Information Form, Item Number 7, Type of Entity or Business Organization, advises submittal of Articles of Incorporation, Partnership Agreement, and Fictitious Name Filing where appropriate.

3. Required Administrative Forms and Documents**A. Contractor Certification Clauses Package (Attachment 3)**

These are standard terms and conditions required to enter into an Agreement with the State of California.

B. Disabled Veteran Enterprises Participation Compliance (Attachment 4)

Public Contract Code Part 10115, et seq., and Title 2, California Code of Regulations, Part 1896.62, require all Contractors who are not governmental agencies to pursue Disabled Veteran Business Enterprise (DVBE) participation in their project. Bidders must either have three (3) percent DVBE participation in the project or must document a good faith effort to obtain DVBE participation. Failure to comply with this requirement by submitting complete DVBE documentation in the proposal will result in immediate rejection of the bid and disqualification from eligibility and completeness screening, technical evaluation scoring and Agreement award.

- Use Attachment 4 to document DVBE participation and/or good faith efforts. It is important that Bidders thoroughly read the instructions provided

C. Small Business Preference (Attachments 2 and 5.0)

California Government Code Section 14835 et seq., requires that a five percent (5%) preference be given to Bidders who qualify as a small business. To qualify for the small business preference points in the evaluation criteria, Bidders can be identified as a small business through either:

- The State of California, Department of General Services, Office of Small Business Certification and Resources (OSBCR) formal certification processes. The Bidder must include a copy of the approved certification letter or application for certification,

or

- The Federal Government, Small Business Administration (SBA) self-certification guidelines.

Bidders claiming small business preference must indicate either State of California or Federal Government qualification on Attachment 2, Application and Project Information. Small Business points will be awarded only if the Bidder qualifies. A

Bidder having a small business subcontractor does not qualify the Bidder for the small business preference points.

51. What is Required in Volume 2 – Technical and Cost Information?

The following is a description of the items (sections) that must be submitted in Volume 2 of each proposal. Bidders should carefully read this format and content information (along with the eligibility, completeness and feasibility criteria, and the evaluation criteria presented above) to understand the relative importance of the information being requested in the proposal. The following sections must be included or the proposal will fail the completeness screening and will be rejected prior to technical evaluations.

Below is a detailed description of the information the Bidder should present in Volume 2.

1. Executive Summary

Bidders must use the template provided (Attachment 6) to prepare an Executive Summary (no longer than two [2] pages). The instructions provided in Attachment 6 will guide the Bidder in completing this section of the proposal.

2. Project Description

Bidders must use the template provided (Attachment 12) to document the proposed project description. The instructions provided in Attachment 12 will guide the Bidder in completing this section of the proposal.

3. Project Manager and Project Team

Bidders must use the template provided (Attachment 12) to document the proposed Project Manager and project team. The instructions provided in Attachment 12 will guide the Bidder in completing this section of the proposal.

4. Project Funding and Match Funding

Bidders must use the template provided (Attachment 12) to document the proposed project funding and match funding. The instructions provided in Attachment 12 will guide the Bidder in completing this section of the proposal.

5. Project Scope of Work

Bidders must use the template provided (Attachment 8, Exhibit A) to document the proposed project scope of work. There are detailed instructions provided in Attachment 8 to facilitate the preparation of this section of the proposal.

6. Schedule of Deliverables & Due Dates, and the Gantt Chart

Bidders must complete Attachment 8, Exhibit A-1, Schedule of Deliverables, Due Dates and Gantt Chart, using the instructions contained in that attachment.

7. Detailed Budgets

Bidders must complete **Attachment 9, Budget Information**, following the instructions contained in that attachment.

8. List of Contacts

Bidders must complete **Attachment 10, List of Contacts**.

9. Customer References

Bidders must complete Attachment 11, Customer References and may use continuation sheets as needed.

10. Appendices

Bidders must attach all information not covered in the previous forms as appendices, including but not limited to: Resumes of Key Personnel and Key Subcontractors, PAC letters, Match Letters, etc.

52. What can I put in Volume 3 – Confidential Information?

Bidders are discouraged from submitting any confidential information regarding their proposed project under this RFP. However, if the Bidder believes that certain confidential information would be important for the scoring committee to consider, or would clarify the status of the development of the technology prior to any awarded Agreement (i.e., benchmarking for royalty purposes), Bidders may submit such specifically requested and identified confidential information separately in Volume 3. Include at the beginning of this volume the Confidential and Pre-existing Intellectual Property form, RFP Attachment 13.

The Confidential Volume 3 must be packaged and sealed separately from the non-confidential Volumes 1 and 2. Volume 3 must accompany Volumes 1 and 2, must be clearly marked “**Confidential Information for RFP 500-04-501**”, and must include the **Bidder’s name** and the **project title**. Confidentiality will be determined by the Commission in accordance with the confidentiality regulations contained in Title 20, California Code of Regulations, sections 2501-2505.

The Commission will not accept or retain any proposals that are submitted entirely in confidence. However, all proposals will be kept confidential until the Notice of Proposed Awards is posted.

RFP ATTACHMENTS TABLE OF CONTENTS

Attachment No.	Attachment Title
1	Notice of Intent to Bid
VOLUME 1 FORMS	
2	Application and Project Information Form
3	Contractor Certification Clauses
4	Prime Bidder Certification of Disabled Veteran Owned Business Participation
5.0	Small Business/Disabled Veteran Business Enterprise Application Instruction
5.1	Target Area Contract Preference Act Form (Std 830)
5.2	Enterprise Zone Act Preference Request Form (Std 831)
5.3	Local Agency Military Base Recovery Area Form (Std 832)
VOLUME 2 FORMS	
6	Executive Summary Form
7	Agreement Terms and Conditions
8	Scope of Work Attachment A, Instructions and Scope of Work Template Attachment A-1, Instructions and Template of Schedule of Deliverables & Due Dates, & the Gantt Chart
9	Attachment B, Budget Forms
10	Attachment F, List of Contacts
11	Customer References
12	Project Description, Project Manager and Project Team, Project Funding and Match Funding, and Royalty Payment Exemption
VOLUME 3 CONFIDENTIAL INFORMATION	
13	Attachment E, Confidential Deliverables and Pre-existing Intellectual Property List

Note that several of the RFP Attachments will become part of the Agreement that will be signed by the awarded Bidder.

NOTICE OF INTENT (NOI) TO BID
RFP 500-04-501

Bidders are not required to submit an NOI, but are encouraged to submit an NOI. The information you submit on this form is NOT binding. This NOI to Bid will be held confidential until the Notice of Proposed Awards is posted. Please return this form to the California Energy Commission Contracts Office by October 14, 2004.

1. Brief Project Title: _____

2. Organization Name: _____

Address: _____

3. Contact Person: _____ Telephone: _____

Title: _____ Fax: _____

E-mail: _____

4. Summary of Project Purpose, Goals and Approach (no more than 120 words):

5. Estimated Project Costs and Length

Total PIER Funds Requested \$ _____ Project length: _____ months

Total Matching Funds Provided \$ _____

Total Project Cost \$ _____

6. Team Composition

Prime Contractor _____

Subcontractors _____

**APPLICATION AND PROJECT INFORMATION FORM
RFP 500-04-501**

This document provides the Energy Commission with basic information about the Bidder and its key subcontractors.

- Each Bidder must complete, sign and include this attachment in its proposal.
- Each Key Subcontractor included in the Bidder's proposal must also read and sign Section 14 of this attachment.

1. Bidder Information

Full Legal Name of Bidder _____

Business Address _____
(street number and name) (mail stop/suite number)

(city) (county) (state) (zip code)
Contact Person _____ Title _____

Telephone _____ Fax _____

E-mail _____

2. Project Information

Brief Project Title _____

Project Work Site Location _____

3. Project Abstract (no more than 250 words)

4. Project Costs

PIER Funding Requested \$ _____ Match Funding Offered \$ _____ Total \$ _____

5. Type of PIER funding being requested (Please check only one.)

Bidders should carefully read this solicitation before checking either of the boxes. If neither box is checked, the Commission will assume that the Bidder is selecting PIER funds with royalty provisions. (Refer to Section I, Introduction, Is Payment Required?, and What is the Repayment Exemption?)

- ☐ PIER funds with royalty provisions
- ☐ PIER funds without royalty provisions, please provide an explanation in the ATTACHMENT 12.

6. Type of Entity or Business Organization

Organization Tax ID Number _____

Nature of Business Activity _____

Number of employees _____ Year established _____

How long under current ownership _____ Legal form of organization (check one):

- | | | |
|--|--|------------------------------|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Corporation | <input type="checkbox"/> LLC |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Sub-Chapter S Corporation | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other (describe) _____ | |

If a Corporation, please include Articles of Incorporation immediately following this Attachment.
 If Partnership, include Partnership Agreement. If Sole Proprietorship, include Fictitious Name Filing.

7. Management and Ownership Information *(Add sheets if necessary.)*

Please list key officers and managers of the bidder organization.

Name	Title	Years with Organization
------	-------	-------------------------

Please list owners of the bidder organization. For publicly traded corporations, please list shareholders involved in management of the business and/or owning 10% or more of outstanding shares.

Shareholder/Partner (Indicate General or Limited)	% Ownership	SS#
---	-------------	-----

8. Financial/Legal History

If you answer yes to either of these questions, please provide a detailed explanation.

YES☐**NO**☐

Has your organization, or you as a sole proprietor, ever filed bankruptcy or defaulted on any debts?

☐☐

Is your organization, or you as a sole proprietor, a party to any claim or lawsuit?

9. Small Business Preference Claim

Does your organization qualify as a small business under the Federal Self-Certification regulations?

☐

No

☐

Yes

Federal Self-Certification

Annual Receipts: \$ _____ Standard Industrial Classification (SIC) Code: _____

Is your organization certified as a small business by the State of California, or have you applied for certification?

☐

No

☐

Yes

State Certification

☐

Already certified _____ (date)

☐

Application submitted to Office of Small Business Certification and Resources on: _____
(date)

10. Disabled Veteran Business Participation Acknowledgement

I certify that I have read and understand the requirements of DVBE participation and understand my obligations in regard to DVBE. I also understand that failure to meet the requirements of the DVBE project will cause my proposal to be rejected before evaluation.

☐ **YES**

☐ **NO**

11. Proposal Contents

Check to indicate the proposal material you are submitting.

☐ Admin Volume #1

☐ Technical Volume #2

☐ Confidential Volume #3 (See Sections IV and V of the RFP.) ☐ CD Rom or Zip Diskette

12. Authorization and Certification

I hereby authorize the California Energy Commission to make any inquiries necessary to verify the information I have presented and obtain any financial information necessary to evaluate my organization's capability to supply the necessary financial support to the proposed project

I hereby certify to the best of my knowledge and belief that I have read, understand, and do hereby accept the terms and conditions contained in this RFP package, including the provisions of Attachment 7, Agreement Terms and Conditions and, further, I am willing to enter into an agreement with the Commission to conduct the proposed project according to the terms and conditions offered.

I hereby certify to the best of my knowledge that the information contained in this proposal is correct and complete.

Signature of Authorized Representative

Date

Typed Name

Title

13. Key Subcontractor Authorization and Certification

I hereby authorize the California Energy Commission to make any inquiries necessary to verify the information I have presented and obtain any financial information necessary to evaluate my organization’s capability to supply the necessary financial support to the proposed project.

I hereby certify to the best of my knowledge and belief that I have read, understand, and do hereby accept the terms and conditions contained in this RFP package, including the flowdown provisions of Attachment 7, Agreement Terms and Conditions and, further, I am willing to enter into an agreement with the Bidder to conduct the proposed project according to the terms and conditions offered.

Key Subcontractor #1

Signature of Authorized Representative	Date
Typed Name	Title

Key Subcontractor #2

Signature of Authorized Representative	Date
Typed Name	Title

Key Subcontractor #3

Signature of Authorized Representative	Date
Typed Name	Title

(Use additional sheets as necessary)

CCC-304

CONTRACTOR CERTIFICATION CLAUSES

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RFP ATTACHMENT 3

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et seq.

The minimum DVBE participation percentage is 3% for this solicitation unless another percentage is specified in the solicitation.

INTRODUCTION. The bidder must document at least one of the options (A, B or C) in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation with this information in accordance with the requirements of the Public Contract Code, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the California Code of Regulations, Section 1896.80.

Only State of California, Office of Small Business and DVBE Certification certified DVBEs who perform a commercially useful function relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are contained on page 5, Resources & Information and California Code of Regulations, Title 2, Section 1896.61(l). Verify each DVBE subcontractor's/supplier's certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:	
Option A - Commitment to full DVBE participation	- For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.
Option B - Good Faith Effort	- For a bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.
Option C - Business Utilization Plan	- For a bidder using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and information technology.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting each of the three available options as detailed below. Bidders are responsible for thorough review and compliance with these instructions. Document your option selection on the attached STD Form 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.

OPTION A – COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidders must document DVBE participation commitment by completing and submitting the attached STD 840. Failure to complete and submit STD 840 (Side 1) as instructed shall render your bid non-responsive.

The bidder must provide, prior to contract award, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, total amount of contract to be paid to the DVBE, and the percentage of the entire contract that will be awarded to the DVBE, with each DVBE subcontractor. If this information is contained in the bidder's DVBE written agreement of intent, the agreement may be attached to the STD 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with your firm or in combination with other DVBE(s).
- b. Document DVBE participation on STD 840 (Side 1) and attach a copy of all applicable certifications.
- c. A DVBE bidder working in combination with other DVBEs shall be requested to submit proof of its commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. When requested, the written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the requested written agreement as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. When a bidder commits to less than the required 3% DVBE participation or its commitment may fall below 3% if specific line items/groups are not selected for award, then Option B, Good Faith Effort must be completed in addition to Option A, Commitment.
- c. Document DVBE participation on STD 840 (Side 1) and attach a copy of the DVBE's certification.
- d. Prior to contract award, a bidder is to submit proof of their commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. The awarding department contracting official named in this solicitation will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. The written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written agreement as specified may be grounds for bid rejection.

OPTION B – GOOD FAITH EFFORT (GFE) performance and documentation requirements must be completely satisfied prior to bid submission if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both sides of the attached STD 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both sides of STD 840, shall result in your bid being deemed non-responsive. Step 3, Advertisement, is required unless specifically waived for this solicitation due to time limits imposed by the awarding department.

Step 1 Awarding Department - Contact the department's contracting official named in this solicitation to identify interested DVBEs. You must fully document this contact and describe the results on STD 840 (Side 2).

Step 2 Other State and Federal Agencies, and Local Organizations

STATE Contact the Department of General Services, Procurement Division's (DGS-PD) Office of Small Business and DVBE Certification (OSDC) to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at <http://www.pd.dgs.ca.gov/smbus>. Begin by selecting Certified Firm Inquiry Services, then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD 840 (Side 2).

FEDERAL Search the U.S. Small Business Administration's (SBA) online database (Pro-Net) at <http://www.pro-net.sba.gov> to identify potential DVBEs. Select these minimum options in the following sequence: select Search Database; select CA under "State"; select Service Disabled Veteran under "Other Ownership Data"; and "Search Using These Criteria" at the page bottom. The database takes a few moments to query, and then your list will appear on your screen. You may select other criteria to focus your search. You must fully document this contact and describe the results on STD 840 (Side 2).

LOCAL Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD 840 (Side 2).

Step 3 Advertisements are mandatory unless waived by the awarding department.

CONTENT REQUIREMENTS: Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) address; (4) telephone and facsimile (if applicable) numbers; (5) e-mail address (if applicable); (6) the state's solicitation number(s); (7) goods and/or services for which the state is soliciting; (8) the location of the work to be performed; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

HOW MANY & WHERE TO PUBLISH: Bidders must publish two (2) ads, one (1) each in a trade paper and a DVBE focus paper unless the paper is dual purpose (fulfilling both trade and focus requirements as defined in California Code of Regulations, Title 2, Section 1896.61(k)), in which case one (1) ad is acceptable. Please see the DVBE Resource Packet for a list of acceptable publications.

WHEN: Ads must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

DOCUMENT & SUBMIT: On STD 840 (Side 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy(ies) of the advertisement(s) with your bid.

Step 4 Invitations to Participate

WHO: Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential DVBEs subcontractors/suppliers to contact. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. Non-California-certified DVBEs are not eligible -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

FOR WHAT: Solicit DVBEs for goods and/or services relevant to the state's solicitation. If you are unable to identify specific portion(s) of the proposed contract to subcontract, the state encourages bidders to avoid making a predetermination that no DVBEs are able to perform without first contacting and soliciting participation from them. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder with responses for consideration.

HOW TO INVITE & CONTENT REQUIREMENTS: Written invitations are required. At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) address; (4) phone and facsimile (if applicable) numbers; (5) return e-mail address (if applicable); (6) the state's solicitation number; (7) goods and/or services for which the state is soliciting; (8) location of work; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

WHEN: Provide DVBE's with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Step 5, prior to your bid submission.

DOCUMENT & SUBMIT: Bidders must document the completed contacts on STD 840 (Side 1), Section A. Attach additional copies of STD 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by letter, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

Step 5 **Consider all responding DVBEs** for contract participation. Consideration must be based on business needs for the contract and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document on STD 840 (Side 1), Section A any firm(s) selected for participation; or if not selected, the reason for non-selection. Attach additional copies of STD 840A as necessary to list all of your DVBE contacts.

OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP) option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and information technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidders choosing this option must properly complete and submit STD 840 (Side 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive.

RESOURCES AND INFORMATION

For assistance in preparing a responsive participation document, **contact the contracting official at the awarding department for this solicitation.** In accordance with Public Contract Code Section 10115.2(b)(3), bidders must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

U.S. Small Business Administration (SBA)

Internet contact only – see instructions for website navigation
PRONET Database: <http://www.pro-net.sba.gov>

FOR:

**Service-Disabled Veteran-owned businesses
in California**

(Remember to verify each DVBE's California certification.)

Local Organizations (see the DVBE Resource Packet available from
DGS-PD DVBE Program Section listed below)

FOR:

List of potential DVBE subcontractors

DGS-PD Office of Small Business and DVBE Certification (OSDC)

707 Third Street, Room 400, West Sacramento, CA 95605
Website: <http://www.pd.dgs.ca.gov/smbus>
24-hour automated information
& document requests: (916) 322-5060
Receptionist: (916) 375-4940
Fax: (916) 375-4950

FOR:

**Directory of Certified DVBEs
Certification Applications
Certification Information
Certification Status, Concerns**

DGS-PD Office of Small Business and DVBE Outreach and Education

707 Third Street, 2nd Floor, West Sacramento, CA 95605
Voice, 8 am—5 pm: (800) 559-5529
Fax: (916) 375-4597

FOR:

**DVBE Program Participation Requirements
DVBE Program Info. and Statewide Policy
DVBE Resource Packet
DVBE Business Utilization Plan
Small Business/DVBE Advocates**

Advertisement Format Example

This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.

DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to ***DGS' IFB No. 12345*** for ***fencing materials in Chowchilla.***
DVBE responses due to me 1/1/02;
Bids due to the State 1/15/02.

Contact: ***ABC Company***
Jane Doe, General Manager
123 Main Street, Sacramento, CA 95814
voice: ***555/555-5555***; fax: ***555/555-5556***
or e-mail: ***jane.doe@abcco.com***

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

(1) The business concern is: responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions, and

(2) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD 840 (REV. 9-15-2003)

Designation Of Option Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

- ☐ **OPTION A – I commit to meeting the full DVBE contract participation requirement.**
Complete STD 840, Section A.
- ☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.**
Complete STD 840, Section A (for GFE Steps 4 & 5) and STD 840 (REVERSE), Section B (for GFE Steps 1–3).
- ☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

A. Full information must be provided.

For contract participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE's tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

For Good Faith Effort (GFE), use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /		DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)			
	DVBE Contact Name & Reference #		Telephone Number ()	Fax Number ()	E-mail (if available)	
	Street Address, City, State and Zip Code					
	OR	<input type="checkbox"/> Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:				
		Specific Goods and/or Services			Estimated \$ and/or % \$ / %	Tier
		<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:				
	Date Contacted / /		E Company Name			
	DVBE Contact Name		Telephone Number ()	Fax Number ()	E-mail (if available)	
	Street Address, City, State and Zip Code					
OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:					
	Specific Goods and/or Services			Estimated \$ and/or % \$ / %	Tier	
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:					

ATTACH ADDITIONAL PAGES (OR USE STD 840A) TO LIST ALL OTHER DVBE CONTACTS

Go to Side 2, Section B to continue Good Faith Effort documentation ⇨

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003)

B. Documentation of Good Faith Effort Steps 1, 2 and 3—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, **and document this contact as required.**

Date / /	Contact Name	Telephone Number ()
Describe Result		

STEP 2. Contact all of the following and document your contacts as required: Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers.

Other State Agency – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT OR ONLINE SEARCH	Date / /	Telephone Number (916) 322-5060 (916) 375-4940	Contact Name	<input type="checkbox"/> <i>I contacted the Certification Office for a list of California certified DVBEs.</i>
	Date / /	Internet Address http://www.pd.dgs.ca.gov/smbus		<input type="checkbox"/> <i>I searched the Certification Office's online database to identify California certified DVBEs.</i>
Describe Result				

Federal Agency – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address http://www.pro-net.sba.gov	<input type="checkbox"/> <i>I searched the federal online database for California DVBEs.</i>
Describe Result		

Local DVBE Organizations – Contact at least one local DVBE organization—refer to the DVBE Resource Packet for a list of acceptable contacts. (<http://www.pd.dgs.ca.gov/smbus> - select “DVBE Resource Packet”)

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () http://www.
Describe Result			

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () http://www.
Describe Result			

STEP 3. Publish advertisements: Two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

Focus Paper Name (list full name)		Contact Name	Telephone Number ()
Address		Date Ad Published / /	
Trade Paper Name (list full name)		Contact Name	Telephone Number ()
Address		Date Ad Published / /	

☐ *I certify the ad was placed to reach both trade and focus audiences through this one publication.*

Trade and Focus Paper Name (list full name)		Contact Name	Telephone Number ()
Address		Date Ad Published / /	

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003)

This document may be used as a continuation from Section A, STD 840 (REV. 9-15-2003)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			
OR	<input type="checkbox"/> <i>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</i>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <i>No, I am unable to subcontract with the DVBE for the following business reasons:</i>		
Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			
OR	<input type="checkbox"/> <i>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</i>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <i>No, I am unable to subcontract with the DVBE for the following business reasons:</i>		
Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			
OR	<input type="checkbox"/> <i>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</i>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <i>No, I am unable to subcontract with the DVBE for the following business reasons:</i>		
Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			
OR	<input type="checkbox"/> <i>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</i>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <i>No, I am unable to subcontract with the DVBE for the following business reasons:</i>		
Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			
OR	<input type="checkbox"/> <i>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</i>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <i>No, I am unable to subcontract with the DVBE for the following business reasons:</i>		

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> <i>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</i>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <i>No, I am unable to subcontract with the DVBE for the following business reasons:</i>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> <i>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</i>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <i>No, I am unable to subcontract with the DVBE for the following business reasons:</i>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> <i>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</i>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <i>No, I am unable to subcontract with the DVBE for the following business reasons:</i>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> <i>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</i>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> <i>No, I am unable to subcontract with the DVBE for the following business reasons:</i>		

DVBE Program Requirements Supplier Checklist (REV. 9-15-2003)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

☐ **OPTION A: COMMITMENT TO DVBE CONTRACT PARTICIPATION**

- ☐ STD 840 included with bid
- ☐ DVBE Written Agreement
- ☐ Designated the Commitment Option – Checked the first box
- ☐ Listed at least one California certified DVBE subcontractor
- ☐ Checked the box(es) for “Yes ...”
- ☐ Listed specific goods and/or services DVBE(s) agrees to provide
- ☐ Proposed DVBE contract performance is a “commercially useful function” relevant to the contract
- ☐ Listed the estimated dollar amount and/or percentage of contract for the DVBE’s participation
- ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
- ☐ Attached a copy of the DVBE’s certification letter from the Department of General Services

☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

- ☐ STD 840 included with bid
- ☐ Designated the GFE Option – Checked the second box
- ☐ (Step 4) Listed all DVBEs contacted and invited to perform on the proposed contract
- ☐ Confirmed that listed DVBEs are California certified
- ☐ Attached copies of the invitations sent to the listed DVBEs
- ☐ Invitations included the required contact information
- ☐ Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
- ☐ (Step 5) Checked the “No” boxes and listed the business reasons for non-selection of DVBEs contacted
- ☐ (Step 1) Contacted the Awarding Department and listed contact and results
- ☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
- ☐ (Step 2) Searched the Federal Pro-net internet database and noted the results
- ☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
- ☐ (Step 3) Advertised – IF NOT WAIVED
 - Listed full information for the advertisement(s) and publication(s)
 - [2 ads in one trade and in one DVBE focus publication; **OR** 1 ad in one dual-purpose publication]
- ☐ Attached a copy of the advertisement(s)
- ☐ The advertisement(s) were published at least 14 days prior to the bid due date
- ☐ The advertisement(s) included my required contact information

☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

- ☐ *Prior to the bid due date* -- Submitted a BUP to DGS-PD and received approval
- ☐ STD 840 included with bid
- ☐ Designated the BUP Option – Checked the third box
- ☐ Attached a copy of the BUP Approval letter from DGS-PD

**SMALL BUSINESS AND DVBE CERTIFICATION
INSTRUCTIONS**

The OSBCR address and phone for Small Business Preference and DVBE information is:

Department Of General Services
Office of Small Business Certification and Resources
1531 I Street, 2nd Floor
Sacramento, CA 95814-2016
Phone No.: (916) 322-5060

Small Business Certification

In order to receive Small Business Preference, Bidder must either be certified by the State Department of General Services, Office of Small Business Certification and Resources (OSBCR) as a small business, or be self-certified pursuant to the Federal Government.

DVBE Certification

- o Each DVBE firm listed on Attachment 4.2 must be formally certified as a DVBE by OSBCR. The DVBE program is not a self-certification program. DVBE certification must be approved by OSBCR by the notice of award date of the contract to be counted in meeting participation goals.
- o A copy of the certification letter approved by, or a copy of the certification form submitted to OSBCR must be included in the proposal package.

To qualify as a DVBE, the DVBE must:

- 1) Be a California resident;
- 2) Own 51% of the firm and meet the requirements: in 3) and 4) below.
- 3) Provide to the OSBCR, by no later than 5:00 p.m. on the date on which the proposal is due, an Award of Entitlement from the United States Department of Veterans Affairs or the United States Department of Defense, issued within 6 months of the date on which certification is sought, which would certify or declare the existence of a service-connected disability, of at least 10 percent, at the time of application for or renewal of certification as a DVBE, and
- 4) Meet all requirements set forth in Article 6 (commencing with Section 999) of Chapter 6, Division 4 of the California Military code.

The Internet addresses are:

OSBCR Homepage: <http://www.dgs.ca.gov/osbcr>

This internet site provides general information about the DVBE program and certification process.

DVBE list: <http://www.dgs.ca.gov/osbcr>

OSBCR maintains a list of certified DVBEs. The list is separated into three main subject areas: Commodities, Construction, and Services. Within each subject area, there are more specific areas of expertise. The Energy Commission does not have separate DVBE lists.

This request form should be completed by bidders wishing to apply for TACPA preferences for this solicitation.

See reverse for program
description and
instructions for completing
this form.

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE *List the bidding firm and all suppliers and subcontractors who will work with the bidder to fulfil the terms of the contract. Indicate those firms for which the bidder is requesting worksite preference eligibility by providing the requested information. Attach additional pages if needed.*

[illegible]

SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

- ☐ I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours
- ☐ I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours
- ☐ I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours

SECTION 4: CERTIFICATION

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER		DATE EXECUTED

Program Description

The intent of the Target Area Contract Preference Act (TACPA) is to promote economic development and employment opportunities in distressed areas of the state by offering bidding preferences on qualified solicitations.

TACPA provides for two preferences: Worksite and Workforce.

Worksite Preference: Bidders may be eligible for a 5% bid preference on state goods and services contracts valued at more than \$100,000 if the worksite is located in a distressed area as designated by the State Office of Planning and Research.

TACPA allows state contracting officials to award the worksite preference when 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services is performed at the approved worksites.

Workforce Preference: Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce from employees who are at high risk of unemployment as defined in California Government Code, Section 4532(f).

To request workforce preference, the bidder must first identify an eligible worksite.

TACPA bid preferences do not apply to contracts in which the worksite is fixed.

For more detail, see California Government Code, Section 4530 et seq. and California Code of Regulations, Title 2, Section 1896.30.

Other Bidding Preference Programs

In addition to TACPA, the State has other bidding preference programs for which you might qualify:

EZA - Enterprise Zone Act (up to a 9% bidding preference)

LAMBRA - Local Agency Military Base Recovery Area Act (up to a 9% bidding preference)

Small Business - Certified small businesses in California can receive a 5% bidding preference.

A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.

How the Bidding Preference Works

The TACPA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.

If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.

Reporting Requirements

Firms receiving TACPA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.

How to Identify TACPA Locations

Contact the appropriate city or county planning and development office or your local Area Council of Governments and ask for the Census Tract and Block Group numbers for the firm or firms for which you are requesting worksite preference.

Then, contact the State of California, Department of General Services, Office of Small Business Certification and Resources at (916) 323-5478 and ask for the TACPA coordinator. The coordinator will tell you if the worksite is eligible.

Instructions for completing "Target Area Contact Preferences Act (TACPA) Request" on Reverse

Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation.

Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.

Firm's role in this bid: Enter the appropriate description indicating what job the listed firm will perform.

Tract and Block Numbers: See instructions above on how to obtain tract and block numbers.

Labor Hours Estimated: For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled "Total Labor Hours Estimated"

Criteria:

A: The firm is located in a California eligible distressed area.

B: The firm will establish a worksite in a California eligible distressed area.

C: MAP REQUIRED. The firm is located in a census tract block that, when attached to an eligible distressed area, forms a contiguous boundary. If you enter "C", you must attach a map showing the relationship of the requested area to the distressed area.

D: MAP REQUIRED. The firm will establish a worksite located in a census tract block that, when attached to an eligible distressed area, forms a contiguous boundary. If you enter "D", you must attach a map showing the relationship of the requested area to the distressed area.

E: GOODS ONLY. The firm will purchase the contract goods from a manufacturer located in an eligible distressed area.

F: GOODS ONLY/MAP REQUIRED. The firm will purchase contract goods from a manufacturer located in a census tract block that, when attached to a distressed area, forms a contiguous boundary. If you enter "F", you must attach map showing the relationship of the requested area to the distressed area.

Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.

Section 4: The Bidder must complete and sign the Certification.

This request form should be completed by bidders wishing to apply for EZA preferences for this solicitation.

See reverse for program
description and
instructions for completing
this form.

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE

NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
TOTAL LABOR HOURS ESTIMATED					

SECTION 2: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

[illegible]

SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

- ☐ I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours
- ☐ I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours
- ☐ I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours

SECTION 4: CERTIFICATION

I hereby certify under penalty of perjury, that (1) the bidder is a California based company as defined in the EZA regulations, (2) at least 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services shall be performed at the designated enterprise zone worksite(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons living in a targeted employment area or who are enterprise zone eligible employees to perform the specified percent of total contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the EZA statute is subject to penalties, fines and possible loss of State contracting eligibility.

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER		DATE EXECUTED

Program Description

The intent of the Enterprise Zone Act (EZA) is to promote economic development and employment opportunities in designated enterprise zones by offering bidding preferences on qualified solicitations.

EZA provides for two preferences: Worksite and Workforce.

Worksite Preference: Bidders may be eligible for a 5% bid preference on state goods and services contracts valued at more than \$100,000 if the worksite is located in an enterprise zone as designated by the State Trade and Commerce Agency.

EZA allows state contracting officials to award the bid worksite preference when 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services is performed at the approved worksites.

Workforce Preference: Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce employees from a targeted employment area, or from enterprise zone eligible employees.

To request workforce preference, the bidder must first identify an eligible worksite.

EZA bid preferences do not apply to contracts in which the worksite is fixed.

For more detail, see California Government Code, Title 1, Division 5, Chapter 12.8, Section 707 et seq. and California Code of Regulations, Title 2, Section 1896.100.

Other Bidding Preference Programs

In addition to EZA, the State has other bidding preference programs for which you might qualify:

TACPA - Target Area Contract Preference Act (up to a 9% bidding preference)
LAMBRA - Local Agency Military Base Recovery Area Act (up to a 9% bidding preference)
Small Business - Certified small businesses in California can receive a 5% bidding preference.

A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.

How the Bidding Preference Works

The EZA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.

If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.

Reporting Requirements

Firms receiving EZA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.

How to Identify Enterprise Zone Locations

Contact the city or county economic development office or the State Trade and Commerce Agency at (916) 324-8211.

Instructions for completing "Enterprise Zone Act Preference Request" on Reverse

Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation.

Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.

Firm's role in this bid: Enter the appropriate description indicating what job the listed firm will perform.

Enterprise Zone Name: See instructions above on “How to Identify Enterprise Zone Locations.”

Labor Hours Estimated: For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled “Total Labor Hours Estimated.”

Criteria:

A: The firm is located in a California designated enterprise zone

B: The firm will establish a worksite in a California designated enterprise zone.

C: GOODS ONLY. The firm will purchase the contract goods from the manufacturer(s) located in a California designated enterprise zone.

Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.

Section 4: The Bidder must complete and sign the Certification.

This request form should be completed by bidders wishing to apply for LAMBRA preferences for this solicitation.

BID NUMBER
AGENCY/DEPT.

List the bidding firm and **all** suppliers and subcontractors who will work with the bidder to fulfill the terms of the contract. Indicate the location of each supplier and subcontractor. Indicate how the bidder is verifying worksite preference eligibility by providing the requested information. Attach additional pages if needed.

NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
TOTAL LABOR HOURS ESTIMATED					

SECTION 2: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

[illegible]

SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

- ☐ I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours
- ☐ I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours
- ☐ I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours

I hereby certify under penalty of perjury, that (1) the bidder is a California based company as defined in the LAMBRA regulations, (2) at least 50% of the labor hours required to perform a contract for goods, or 100% of the labor hours required to perform a contract for services shall be performed at the designated Local Agency Military Base Recovery Area(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons living within a Local Agency Military Base Recovery Area to perform the specified percent of total contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the EZA statute is subject to penalties, fines and possible loss of State contracting eligibility.

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER		DATE EXECUTED

Program Description	Other Bidding Preference Programs	Instructions for completing "LAMBRA" Preference Request on Reverse
<p>The intent of the Local Agency Military Base Recovery Area (LAMBRA) Act is to promote economic development and employment opportunities in designated LAMBRAS by offering bidding preferences on qualified solicitations.</p> <p>The LAMBRA Act provides for two preferences: Worksite and Workforce.</p> <p><i>Worksite Preference:</i> Bidders may be eligible for a 5% bid preference on state goods and services valued at more than \$100,000 if the worksite is located in a LAMBRA as designated by the State Trade and Commerce Agency.</p> <p>LAMBRA allows state contracting officials to award the bid worksite preference when 50% of the labor hours required to perform a contract for goods, or 100% of the labor hours required to perform a contract for services is performed at the approved worksites.</p> <p><i>Workforce Preference:</i> Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce employees from those designated as LAMBRA qualified individuals. (See Assembly Bill 3: Chapter 1012, 9/30/98).</p> <p>To request workforce preference, the bidder must first identify an eligible worksite.</p> <p>LAMBRA bid preferences do not apply to contracts in which the worksite is fixed.</p> <p>For more detail, see California Government Code, Section 7118 et seq., and California Code of Regulations, Title 2, Section 1896.100. et seq.</p>	<p>In addition to the LAMBRA Act, the State has other bidding preference programs for which you might qualify:</p> <p>TACPA - Target Area Contract Preference Act (up to a 9% bidding preference)</p> <p>EZA -Enterprise Zone Act (up to 9% bidding preference)</p> <p>Small Business - Certified small businesses in California can receive a 5% bidding preference.</p> <p>A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.</p> <p>How the Bidding Preference Works</p> <p>The LAMBRA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.</p> <p>If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.</p> <p>Reporting Requirements</p> <p>Firms receiving LAMBRA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.</p> <p>How to Identify LAMBRA Locations</p> <p>Contact the State Trade and Commerce Agency at (916) 324-8211.</p>	<p>Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation.</p> <p>Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.</p> <p><i>Firm's role in this bid:</i> Enter the appropriate description indicating what job the listed firm will perform.</p> <p><i>Military Base Recovery Area Name:</i> See instructions above on "How to Identify LAMBRA Locations."</p> <p><i>Labor Hours Estimated:</i> For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled "Total Labor Hours Estimated."</p> <p><i>Criteria:</i></p> <p>A: The firm is located in a California designated LAMBRA.</p> <p>B: The firm will establish a worksite in a California designated LAMBRA.</p> <p>C: GOODS ONLY. The firm will purchase the contract goods from the manufacturer(s) located in a LAMBRA.</p> <p>Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.</p> <p>Section 4: The Bidder must complete and sign the Certification.</p>

<i>Bidder Name:</i>	<i>Proposal Number:</i> _____
<i>Project Title:</i>	<i>(Energy Commission Use Only)</i>

**EXECUTIVE SUMMARY FORM
ZENH SOLICITATION**

Prepare an Executive Summary of the program (no longer than two [2] pages), that describes:

1. The overall goals and objectives of the program, including how specific ZENH target areas will be addressed.
2. The technology or science being developed and the unique products, services or knowledge that is expected to result therefrom.
3. The overall program cost.
4. The amount of PIER funding being requested.
5. The amount, sources and nature of match funding.
6. The types and estimated amounts of public benefits to be provided by the program.

STANDARD AGREEMENT

STD. 213 (NEW 06/03)

RFP ATTACHMENT 7

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

State Energy Resources Conservation and Development Commission (Commission)

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work
Exhibit A - Attachments

Pages
Pages

Exhibit B – Budget Detail and Payment Provisions
Exhibit B - Attachments

Pages
Pages

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:



Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)

Pages



Exhibit D - *Special Terms and Conditions

Exhibit E – Additional Provisions
Exhibit E - Attachment

Pages

Exhibit F – Contacts

Page

Exhibit G - Definitions

Pages

Exhibit H - Subcontract Flow-Down Provisions

Pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

State Energy Resources Conservation and Development Commission (Commission)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Cheryl Raedel, Contracts Office Manager

ADDRESS

1516 Ninth Street, Sacramento, CA 95814

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A
Scope of Work (placeholder)

PURPOSE

The purpose of this Agreement is to fund research, development and demonstration Projects under the Energy Commission Public Interest Energy Research (PIER) Program. The Agreement will «description».

TASK 1

TITLE

Task Description....

DELIVERABLES:

[Attachment 8 Scope of Work from Bidder's proposal will
replace this Exhibit of the terms and conditions in the signed
contract.](#)

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING PROCEDURES

For services satisfactorily rendered, and upon receipt and approval of the invoices, the Energy Commission agrees to compensate Contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B, Budget Attachment. Contractor's actual rates cannot exceed the rates specified in Exhibit B, Budget Attachment.

Invoices shall be submitted in duplicate not more frequently than monthly. The Energy Commission will accept computer generated or electronically transmitted requests provided Contractor sends a hard copy the same day to the address in Exhibit F.

California Energy Commission
 Accounting Office, MS-2
 1516 Ninth Street
 Sacramento, California 95814

A request for payment shall consist of, but is not limited to:

A. An invoice that is a list of the actual expenses incurred during the billing period. The rates cannot exceed the rates specified in Exhibit B, Budget Attachment. The invoice list must include:

- 1) Agreement number, date prepared, and billing period.
- 2) Contractor's actual hourly labor rates by individual. Rates may be billed on the invoice as fully loaded rates.
- 3) Operating expenses, including equipment, travel, miscellaneous.
- 4) Subcontractor invoices, identifying small business and Disabled Veteran Business Enterprise (DVBE) firms and a copy of each DVBE invoice.
- 5) Fees (fringe, direct and indirect overheads, general and administrative, profit, etc.) These costs must be shown for all items not included in a fully loaded hourly rate.
- 6) Match fund expenditures.
- 7) By task: cumulative amounts, budgeted, billed to date, current billing, and balance of funds.
- 8) Work authorization number, if applicable.

B. As detailed in Exhibit A:

- 1) A report that documents the progress of the Scope of Work during the billing period, and
- 2) Any other deliverables due during the billing period.

2. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds

whatsoever to Contractor or to furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. **TRAVEL AND PER DIEM RATES**

Contractor shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented state employees. Contractor must pay for travel in excess of these rates. Contractor may obtain current rates from the Energy Commission's Web Site at www.energy.ca.gov/contracts/index.html.

- A. Travel identified in Exhibit B, Budget Attachment is approved and does not require further authorization.
- B. Travel that is not included in Exhibit B, Budget Attachment shall require prior written authorization from the Contract Manager. The Energy Commission will reimburse travel expenses from Contractor's office location.
- C. Contractor must retain documentation of travel expenses in its financial records listed by trip including dates and times of departure and return. Receipts for travel expenses claimed must be retained by Contractor (receipts are not required for travel meals or incidentals within current allowable rates).

4. **RETENTION**

The Energy Commission shall retain from each invoice ten per cent (10%) of that invoice, excluding equipment invoices. The retained amount shall be held by the Energy Commission and released to Contractor only upon the Energy Commission's approval that work has been satisfactorily completed and the Final Report (if required) has been received and approved. Contractor must submit a separate invoice for the retained amount.

Retention may be released upon completion of tasks that are considered separate and distinct, i.e., the task is a stand-alone piece of work and could be done without the other tasks. Exhibit B, Budget Attachment, identifies the tasks for which retention may be released prior to the end of the Agreement. Tasks for administration or management of the Agreement and/or subcontractors are not considered separate and distinct tasks.

5. **PAYMENT TERMS****Check all that apply:**

- ☐ Monthly
- ☐ Quarterly
- ☐ One-Time Payment
- ☐ Itemized
- ☐ Flat Rate
- ☐ In Arrears
- ☐ Advance Payment to Public Prime Contractor Not to Exceed \$ ____ or ____ % of the Agreement Amount
- ☐ Advance Payment to Private Prime Contractor for Public Subcontractor, (PRC section 25620.3(d)) Not to Exceed \$ _ or ____ % of the Subcontract Amount
- ☐ Reimbursement/Revenue
- ☐ Other (Explain)

6. **CONDITIONS FOR PAYMENT**

- A. Payment shall only be made in accordance with Exhibit B, Budget Attachment.
- B. Each request for payment is subject to the Contract Manager's approval.
- C. Payments shall be made to Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have not been received and approved or if the invoice is inaccurate. If the invoice is disputed, Contractor will be notified via a Dispute Notification Form within 15 working days of receipt of the invoice
- D. Payment will be made in accordance with, and within the time specified, in Government Code Chapter 4.5, commencing with Section 927.
- E. Final invoice must be received by the Energy Commission no later than 30 calendar days after the Agreement termination date.

7. **RECORDKEEPING, COST ACCOUNTING AND AUDITING**

A. Cost Accounting

Contractor agrees to keep separate, complete, and correct accounting of the costs involved in developing, installing, constructing, and testing of Project-Related Products and Rights funded under the Energy Commission-funded portion of this Agreement as well as keep separate, complete, and correct account of the Economic Benefits from Project-Related Products and Rights.

B. Accounting Procedures

Contractor's costs shall be determined on the basis of Contractor's accounting system procedures and practices employed as of the effective date of this Agreement. Contractor's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement shall be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and

provided, further, that such costs may be accumulated and reported in greater detail during performance of this Agreement. Contractor's accounting system shall distinguish between direct costs and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

C. Allowability of Costs

Except as provided for in this Agreement, Contractor shall use the applicable Federal Office of Management and Budget (OMB) Circulars A-87, A-21, A-122, or Federal Acquisition Regulations (FAR) Part 31 in determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the OMB Circulars and/or FAR. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item; (ii) allowability of the item to the work; (iii) the appropriate use of applicable Federal OMB Circulars or FAR; and, (iv) the terms and conditions of this Agreement. Applicable OMB circulars and FAR may be found at www.whitehouse.gov/omb and www.arnet.gov/far/.

1) Allowable Costs

Allowable costs may include all costs, direct and indirect, incurred in the performance of work identified in Contractor's proposal, if applicable, and capped as specified in Exhibit B, Budget Attachment. Costs must be incurred within the term of the Agreement. The Energy Commission will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Energy Commission pursuant to this Agreement.

2) Unallowable Costs

Some examples of unallowable costs include: contingency costs, imputed costs, fines and penalties, losses on agreements, excess profit taxes, and increased rates and fees for this Agreement.

The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employee's wages.

C. Audit Rights

Contractor shall maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in performing this Agreement. The Energy Commission, an agency of the State or, at the Energy Commission's option, a public accounting firm designated by the Energy Commission, may audit such accounting records at all reasonable times with prior notice by the Energy Commission. The Energy Commission shall bear the expense of such audits. It is the intent of the parties that such audits shall ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years following payment by the Energy Commission of Contractor's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit.

E. Audit Cost

The cost of the audit shall be borne by the Energy Commission except when the results of the audit reveal an error detrimental to the Energy Commission that exceeds ten percent (10%) of the amount audited, or \$5000 (whichever is greater); or if a royalty audit, ten percent (10%) of the

total royalties due in the period audited. In this event, Contractor agrees to reimburse the Energy Commission for reasonable costs and expenses incurred by the Energy Commission in conducting such audit.

F. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable and incurred costs, Contractor shall repay such amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed to in writing by the Energy Commission and Contractor. If the Energy Commission does not receive such repayments, the Energy Commission shall be entitled to withhold further payments to Contractor.

8. **BUDGET DETAIL**

Budget Detail is contained in the Attachment to this Exhibit.

EXHIBIT C
General Terms and Conditions

PLEASE NOTE: This page will not be included with the final Agreement. The General Terms and Conditions will be included in the Agreement by reference to Internet site: www.dgs.ca.gov/contracts choose **Standard Language for use in Standard Agreements or if this Agreement is with another State agency, choose Interagency Agreement.** The exact terms to be used will be those appearing on the Web Site the date the Agreement is signed by Contractor.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **AGREEMENT MANAGEMENT**

- A. The Contractor Project Manager may not be replaced without Contract Manager's prior written approval. Such approval shall not be unreasonably withheld. The Contractor Project Manager is responsible for the day-to-day Project status, decisions and communications with the Contract Manager.
- B. The Energy Commission may change the Contract Manager by notice given to Contractor at any time signed by the Commission Contracts Officer. The Contract Manager is responsible for the day-to-day Agreement status, decisions and communications with the Contractor Project Manager. The Contract Manager will review and approve all Project deliverables, reports and invoices.

2. **PERSONNEL, SUBCONTRACTORS, AND DISABLED VETERAN BUSINESS ENTERPRISES (DVBEs)**

A. Key Personnel

Contractor's Key Personnel may not be substituted without the Contract Manager's prior written approval. Such approval shall not be unreasonably withheld.

B. Key Subcontractors

Contractor's Key Subcontractors may not be substituted without the Contract Manager's prior written approval. Such approval shall not be unreasonably withheld.

C. Agreements with Subcontractors

If subcontractors are needed to perform any portion of this Agreement, the following criteria must be met and Contractor shall manage the performance of the subcontractors.

- 1) Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors or persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- 2) Contractor shall be responsible for establishing and maintaining contractual agreements with and the reimbursement of each of the subcontractors for work performed in accordance with the terms of this Agreement. Contractor shall be responsible for scheduling and assigning subcontractors to specific tasks in the manner described in this Agreement, coordinating subcontractor accessibility to Energy Commission staff, and submitting completed products to the Contract Manager. Upon request by the Contract Manager, Contractor shall provide with copies of all contractual agreements with key subcontractors.

- 3) Contractors who are subcontracting with University of California may use the terms and conditions negotiated by the Energy Commission with University of California for their subcontracts. Contractors who are subcontracting with DOE may use the terms and conditions negotiated by the Energy Commission with DOE for their subcontracts.
- 4) Flowdown provisions that shall be included in subcontracts are listed below. The language to include in each subcontract is detailed in Exhibit H. This language is similar to the provisions in this Agreement, but has been modified for use in subcontracts.
 - Standard of Performance
 - Recordkeeping, Cost Accounting & Auditing
 - Audit
 - Purchase of Equipment
 - Rights of Parties Regarding Deliverables, Data, and Intellectual Property
 - Limitation on Disclosure of Information
 - No Further Assignments
 - Non-Discrimination
 - Stop Work
 - Termination
 - Access to Sites and Records
 - Conflict of Interest
 - Legal Notice
 - Survival
- 5) All subcontracts entered into pursuant to this Agreement shall be subject to examination and audit by the Bureau of State Audits for a period of three (3) years after final payment under the Agreement.

D. Additions, Removal, or Substitutions of Subcontractors

Any subcontractor change shall be subject to the following conditions:

- 1) Contractor shall provide the Energy Commission with a copy of its contracting policies and procedures for selecting subcontractors. The Commission Contracts Officer shall evaluate the Contractor's process to determine if it is in substantial accord with the State's process. The Commission Contracts Officer will provide a written determination to the Contractor. The Commission Contracts Officer will retain this set of contracting policies and procedures until the final audit of Project records.
- 2) If Contractor's process is acceptable, Contractor may use its process to solicit and select subcontractors. If, however, Contractor's process does not substantially meet the State's requirements, Contractor shall solicit a minimum of three (3) bids or provide justification, in advance, to the Commission Contracts Officer, as to why a competitive process is not appropriate.
- 3) Thirty (30) days prior to using new policies and procedures, the Contractor shall notify the Commission Contracts Officer and provide a detailed, written description of the changes. The Commission Contracts Officer will provide a written determination to the Contractor stating whether the revised policies and procedures are still in substantial accord with the State's process.

E. Disabled Veteran Business Enterprise (DVBE) Changes

The Contractor shall use the DVBE companies identified in this Agreement. Contractor's failure to adhere to the DVBE participation may be cause for termination. In the event a replacement of a DVBE is necessary, the Contractor shall request written approval, in advance, from the Contract Manager and the Commission Contracts Officer. The procedure for replacing any DVBE is:

1. Contractor shall inform Contract Manager and Commission Contracts Officer in writing of the reason for the DVBE replacement.
2. Contractor shall attempt to replace the DVBE with a new DVBE providing the same services or identify other services in the Agreement a new DVBE could provide. Contractor shall complete revised DVBE certification forms (provided by the Commission Contracts Officer) identifying the new DVBE. If replacement is not a DVBE, Contractor shall complete steps in compliance with good faith efforts and submit appropriate DVBE documentation to the Commission Contracts Officer.

3. CHANGES TO THE AGREEMENT

A. Budget Reallocations

Contractor shall provide reasonable advance notification to the Contract Manager of any anticipated budget reallocations. Budget reallocations that do not substantially change the Scope of Work will be made in the following manner. Contractor may reallocate a task budget up to fifteen percent (15%) of the original task amount, with prior written notification to the Contract Manager. Reallocations of more than fifteen percent (15%) of an original task budget require prior written approval of the Contract Manager and the Energy Commission's Program Team Lead. Contract Manager will notify the Contractor Project Manager in writing of the approval within ten (10) working days. The Contract Manager shall send approved changes in a revised Exhibit B, Budget Attachment to the Commission Contracts Officer.

B. Significant Changes

Significant changes to this Agreement must be approved at an Energy Commission business meeting through a formal amendment. Significant changes include, but are not limited to:

- change of Contractor's legal name
- change of Contractor
- changes in order to disencumber funds
- changes to Exhibit A that reasonably modify the purpose of the Agreement
- changes to Exhibit A that extend the due dates beyond the term of the Agreement
- changes to Exhibit B that increase the amount of the Agreement
- changes to Exhibit B that increase rates or fees
- reallocations to Exhibit B, Budget Attachment that substantially change Exhibit A.

Contractor shall submit a request in writing to the Contract Manager with a copy to the Commission Contracts Officer for any significant change. The Contract Manager will notify the Contractor Project Manager of the appropriate Energy Commission action within ten (10) working days.

C. Non-Significant Changes

Changes that are not significant to the Agreement do not need to be approved at an Energy Commission Business Meeting through a formal amendment. These changes shall be documented in a Letter of Agreement.

4. **STANDARD OF PERFORMANCE**

Contractor shall be responsible in the performance of Contractor's/subcontractor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in scientific and engineering research fields. Any costs for failure to meet these standards, or otherwise defective services, which require re-performance, as directed by Contract Manager or its designee, shall be borne in total by the Contractor/subcontractor and not the Energy Commission. In the event the Contractor/subcontractor fails to perform in accordance with the above standard the following will apply. Nothing contained in this clause is intended to limit any of the rights or remedies that the Energy Commission may have under law.

- A. Contractor/subcontractor will re-perform, at its own expense, any task that was not performed to the reasonable satisfaction of the Contract Manager. Any work re-performed pursuant to this clause shall be completed within the time limitations originally set forth for the specific task involved. Contractor/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission.
- B. The Contract Manager shall provide a new schedule for the re-performance of any task pursuant to this clause in the event that re-performance of a task within the original time limitations is not feasible.
- C. If the Contract Manager directs the Contractor not to re-perform a task, the Contract Manager and Contractor Project Manager shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.
- D. The failure of a Project to achieve the technical or economic goals stated in the Scope of Work is not a basis for the Energy Commission to determine that the work is unacceptable, unless the work conducted by the Contractor/subcontractor is deemed by the Energy Commission to have failed the foregoing standard of performance.
- E. In the event that Contractor/subcontractor fails to perform in accordance with the foregoing standard of performance, the Contract Manager and the Contractor Project Manager shall seek to negotiate in good faith an equitable resolution satisfactory to both parties. If such a resolution cannot be reached, the parties shall work through the Energy Commission's dispute resolution process described in the Disputes clause.

5. **PERFORMANCE EVALUATION**

Consistent with Public Contract Code Sections 10367 through 10371, the Energy Commission shall, upon completion of this Agreement, prepare a performance evaluation of the Contractor. Upon filing an unsatisfactory evaluation with the Department of General Services, Office of Legal Services (DGS) the Energy Commission shall notify and send a copy of the evaluation to the Contractor within fifteen (15) days. The Contractor shall have thirty (30) days to prepare and send statements to the Energy Commission and DGS defending Contractor's performance. The Contractor's statement shall be filed with the evaluation in the Energy Commission's Contract file and with DGS for a period of thirty-six (36) months and shall not be a public record.

6. REPORTS, DELIVERABLES, AND INFORMATION DISCLOSURE

A. Reports and Deliverables

- 1) All **public** reports and deliverables shall be delivered to the Energy Commission Accounting Office address listed in Exhibit F.
- 2) All **confidential** reports and deliverables shall be delivered to the Contracts Officer listed in Exhibit F in a sealed envelope marked "Confidential Deliverable."

B. Legal and Copyright Notices

All documents prepared for this Agreement that will be released to the public in hard copy, electronic, or Web Site format including but not limited to reports, deliverables, articles submitted for publication, and all reprints, shall include the following:

LEGAL NOTICE

This report was prepared as a result of work sponsored by the California Energy Commission (Energy Commission). It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the use of this information will not infringe upon privately owned rights. This report has not been approved or disapproved by the Energy Commission nor has the Energy Commission passed upon the accuracy or adequacy of the information in this report.

COPYRIGHT NOTICE

**©[YEAR OF FIRST PUBLICATION OF DELIVERABLE],
[THE COPYRIGHT HOLDER'S NAME]
ALL RIGHTS RESERVED.**

C. Limitations on Contractor Disclosure of Agreement Information

- 1) Contractor must receive approval from the Contract Manager before disclosing to any third party the contents of any draft deliverable or report.
- 2) After any document submitted has become a part of the public records of the State, Contractor may, if it wishes to do so at its own expense, publish or utilize the document, and shall include the legal and copyright notices required above.
- 3) In the event any public statement is made by the Energy Commission as to the role of Contractor or the content of any deliverable or report, the Contractor may, if it believes such statement to be incorrect, state publicly what it believes is correct.
- 4) No record that is provided by the Energy Commission to Contractor for Contractor's use in performing this Agreement and which has been designated as Confidential Information, or is the subject of a pending application for confidential designation, except

as provided in Title 20, CCR section 2505 and following (and amendments), shall be disclosed by Contractor, unless disclosure is ordered by a court of competent jurisdiction (Title 20 CCR section 2507.). At the election of the Contract Manager, the Contractor, its employees and any subcontractor shall execute a confidentiality agreement, supplied by the Contract Manager or Commission Contracts Officer.

- 5) Contractor acknowledges that each of its officers, employees, and subcontractors who are involved in the performance of this Agreement will be informed of these restrictions and be directed to abide by the above terms.

D. Limitations on Energy Commission Disclosure of Information Contractor Considers Confidential

- 1) Data provided to the Energy Commission by Contractor, which Data the Energy Commission has not already designated as Confidential Information and which Contractor seeks to have designated as confidential, or is the subject of a pending application for confidential designation, shall not be disclosed by the Energy Commission except as provided in Title 20 CCR Sections 2506 and 2507 (and amendments), unless disclosure is ordered by a court of competent jurisdiction.
- 2) It is the Energy Commission's intent to use and release Project results such as deliverables and Data in a manner calculated to further PIER while protecting proprietary or patentable interests of the parties. Therefore, the Energy Commission agrees not to disclose information that Contractor considers confidential, without first providing a copy of the disclosure document for review and comment by Contractor. Contractor shall have no less than ten (10) working days for review and comment and, if appropriate, to make an application for confidential designation pursuant to Title 20 CCR section 2505 (and amendments) on some or all of the information. The Energy Commission shall consider the comments of Contractor and use professional judgment in revising the disclosure document accordingly.

7. PUBLIC HEARINGS

If public hearings on the Scope of Work are held during the period of the Agreement, Contractor will make available to testify the personnel assigned to this Agreement. The Energy Commission will reimburse Contractor for compensation and travel of the personnel at the Agreement rates for the testimony which the Energy Commission requests.

8. DISPUTES

In the event of a Contract dispute or grievance between Contractor and the Energy Commission, both parties shall follow the procedure below. Contractor shall continue with the responsibilities under this Agreement during any dispute.

A. Commission Dispute Resolution

The Contractor shall first discuss the problem informally with the Contract Manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the Commission Contracts Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Commission Contracts Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Commission Contracts Officer shall respond in

writing to the Contractor, indicating a decision and explanation for the decision. Should the Contractor disagree with the decision, the Contractor may appeal to the second level.

The Contractor must prepare a letter indicating why the decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the Commission Contracts Officer's response. This letter shall be sent to the Energy Commission's Executive Director within ten (10) working days from receipt of the decision. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter. The Executive Director may inform the Energy Commission of the decision at an Energy Commission business meeting. Should the Contractor disagree with the Executive Director's decision, the Contractor may appeal to the Energy Commission at a regularly scheduled business meeting. Contractor will be provided with the current procedures for placing the appeal on an Energy Commission business meeting agenda.

B. Binding Arbitration

Should the Energy Commission's Dispute Resolution procedure above fail to resolve an Agreement dispute or grievance to the satisfaction of either party, the Contractor and Energy Commission mutually may elect to have the dispute or grievance resolved through binding arbitration. If one party does not agree, the matter shall not be submitted to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the AAA commercial arbitration rules. If arbitration is mutually decided by the parties, arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final and may not be appealed to a court through the civil process. However, judgment may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later six (6) months after the date of the Agreement's termination, despite when the dispute or grievance arose, and despite the applicable statute of limitations for a suit based on the dispute or grievance. If the parties do not mutually agree to arbitration, the parties agree that the sole forum to resolve a dispute is California state court.

The cost of arbitration shall be borne by the parties as follows:

- 1) The AAA's administrative fees shall be borne equally by the parties;
- 2) The expense of a stenographer shall be born by the party requesting a stenographic record;
- 3) Witness expenses for either side shall be paid by the party producing the witness;
- 4) Each party shall bear the cost of its own travel expenses;
- 5) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of the award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Agreement funds. Both parties must agree, in writing, to utilize Agreement funds to pay for arbitration costs.

9. TERMINATION

A. Purpose

The parties agree that because the Energy Commission is a state entity and contracts on behalf of all Californian ratepayers, it is necessary for the Energy Commission to be able to terminate, at once, upon the default of Contractor and to proceed with the work required under the Agreement in any manner the Energy Commission deems proper. Contractor specifically acknowledges that the termination of the Agreement by the Energy Commission under the terms set forth below is an essential term of the Agreement, without which the Energy Commission would not enter into the Agreement. Contractor further agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Contractor to interfere with the immediate termination of the Agreement by the Energy Commission.

B. Breach

The Energy Commission shall provide the Contractor written notice of intent to terminate due to Contractor's breach. Contractor will have fifteen (15) calendar days to fully perform or cure the breach. In the event Contractor does not cure the breach within fifteen (15) days, the Energy Commission may, without prejudice to any of its other remedies, terminate this Agreement upon five (5) calendar days written notice to Contractor. In such event, Energy Commission shall pay Contractor only the reasonable value of the satisfactorily performed services rendered by Contractor before the notice of termination, as may be agreed upon by the parties or determined by a court of law, but not in excess of the Agreement maximum payable.

C. For Cause

The Energy Commission may, for cause, and at its option, terminate this Agreement upon giving thirty (30) calendar days advance written notice to Contractor. In such event, Contractor agrees to use all reasonable efforts to mitigate its expenses and obligations. Energy Commission will pay Contractor for services rendered and expenses incurred within thirty (30) days after notice of termination which could not by reasonable efforts of Contractor have been avoided, but not in excess of Agreement maximum payable. Contractor agrees to relinquish possession of equipment purchased for this Agreement with Energy Commission funds to Energy Commission, or Contractor may, with approval of Energy Commission, purchase the equipment as provided by the terms of this Agreement.

The term "for cause" includes, but is not limited to, the following reasons:

- Partial or complete loss of Match Funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of Key Personnel that fail to perform to the standards and requirements of this Agreement;
- Failure to utilize the DVBE subcontractors/vendors in this Agreement and/or Contractor's proposal;
- Contractor is not able to pay its debts as they become due and/or Contractor is in default of an obligation that impacts Contractor's ability to perform under this Agreement;
- Significant change in State or Energy Commission policy such that the work or product being funded would not be supported by the Energy Commission; or

- In the case of a technical support Agreement, changes in Energy Commission staff such that Energy Commission staff can do the work or product being funded.

10. **WAIVER**

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the Energy Commission to enforce at any time any of the provisions of this Agreement, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Agreement or any part of it or the right of the Energy Commission to thereafter enforce each and every such provision.

11. **CAPTIONS**

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

12. **PRIOR DEALINGS, CUSTOM OR TRADE USAGE**

In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.

13. **NOTICE**

Legal notice must be given using any of the following delivery methods: U.S. Mail, overnight mail, or personal delivery, providing evidence of receipt to the person identified in Exhibit F of this Agreement for legal notices. Delivery by fax or e-mail is not considered legal notice for the purpose of this paragraph. This paragraph is not intended to apply to normal, daily communication between the parties related to progress of the work. This paragraph applies to situations where notice is required to be given by this Agreement or the parties are asserting their legal rights and remedies.

Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed until the next business day.

14. **STOP WORK**

The Commission Contracts Officer may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a Project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

- A. Compliance. Upon receipt of such stop work order, Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- B. Equitable Adjustment. An equitable adjustment shall be made by Energy Commission based upon a written request by Contractor. Such adjustment request must be made by Contractor within thirty (30) days from the date of the stop work order.
- C. Canceling a Stop Work Order. Contractor shall resume the work only upon receipt of written instructions from the Commission Contracts Officer.

15. **RIGHTS OF PARTIES REGARDING DELIVERABLES, DATA, AND INTELLECTUAL PROPERTY**

A. Energy Commission's Rights in Deliverables

Deliverables and reports specified for delivery to the Energy Commission under this Agreement shall become the property of the Energy Commission. The Energy Commission may use, publish, and reproduce the deliverables and reports subject to the provisions of the Reports clause, "Limitations on Energy Commission Disclosure of Information."

B. Rights in Technical, Generated, and Deliverable Data

1) Contractor's Rights

All Data (Technical, Generated and Deliverable Data) produced under this Agreement shall be the property of the Contractor, limited by the license retained by the Energy Commission in 2) below, and the rights the Energy Commission has in deliverables specified above in Clause A.

2) Energy Commission's Rights

Contractor shall provide the Contract Manager and any designated reviewer(s) with a copy of all Technical, Generated and Deliverable Data produced under the Agreement, when requested. Contractor is not required to copy and submit Data the Contract Manager has identified as being unusable to the Energy Commission and the PIER program such as raw data that is too disaggregated or voluminous for practical application. Such Data shall be retained at the Contractor's facility for inspection, review and possible copying by the Contract Manager for a minimum of three (3) years after final payment unless a longer period of records retention is stipulated.

Upon request by Contract Manager, Contractor shall provide the Contract Manager and any designated reviewer(s) access to review Technical and Generated Data produced in the course of this Agreement that is not requested to be delivered to the Energy Commission.

For all Data (Technical, Generated and Deliverable) produced under this Agreement, the Energy Commission retains a no-cost, non-exclusive, non-transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, produce and to authorize others to produce, translate, publish and use the Data, subject to the provisions of the Reports clause "Limitation on Energy Commission Disclosure of Information."

C. Exclusive Remedy

In the event the Energy Commission intends to publish or has disclosed Data the Contractor considers confidential, the Contractor's exclusive remedy is a civil court action for injunctive relief. Such court action shall be filed in Sacramento County, California.

D. Waiver of Consequential Damages

IN NO EVENT WILL THE ENERGY COMMISSION BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY FOR THE DISCLOSURE OF CONFIDENTIAL

INFORMATION OR INFORMATION CONTRACTOR CONSIDERS CONFIDENTIAL, EVEN IF THE ENERGY COMMISSION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. DAMAGES THAT THE ENERGY COMMISSION WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFIT; LOSS OF SAVINGS OR REVENUE; LOSS OF GOODWILL; LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES; DOWNTIME; THE CLAIMS OF THIRD PARTIES INCLUDING CUSTOMERS; AND INJURY TO PROPERTY.

E. Proprietary Data

Proprietary Data owned by the Contractor shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of Energy Commission's access to the same and the testimony available regarding the same shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable or to establish a baseline for repayment purposes. Upon request by Contract Manager, Contractor shall provide the Contract Manager and any designated reviewer(s) access to review Contractor's Proprietary Data produced in the course of this Agreement that is not requested to be delivered to the Energy Commission. The Energy Commission shall not disclose any Contractor Proprietary Data accessed or reviewed to any third party.

F. Preservation of Data

Any Data that is reserved to the Contractor by the express terms hereof, and Proprietary Data and Trade Secrets that have been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, shall be preserved by the Contractor at the Contractor's own expense for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.

G. Destruction of Data

Before the expiration of three (3) years or the stipulated records retention period and before changing the form of or destroying any Data (including Technical, Generated, Deliverable and Proprietary) or Trade Secrets, the Contractor shall notify Energy Commission of any such contemplated action and Energy Commission may, within thirty (30) days after said notification, determine whether it desires said Data to be further preserved. If Energy Commission so elects, the expense of further preserving said Data shall be paid for by the Energy Commission. Contractor agrees that Energy Commission may at its own expense, have reasonable access to said Data throughout the time during which said Data is preserved. Contractor agrees to use its best efforts to identify competent witnesses to testify in any court of law regarding said Data or, at Energy Commission's expense, to furnish such competent witnesses.

H. Patent Rights

Patent rights for Subject Inventions will be the property of Contractor, subject to the Energy Commission retaining a no-cost, nonexclusive, nontransferable, irrevocable, royalty-free, worldwide perpetual license to use or have practiced for or on behalf of the State of California the Subject Invention(s) for governmental purposes. Contractor must obtain agreements to effectuate this clause with all persons or entities, except for the U.S. Department of Energy (DOE), obtaining ownership interest in the patented Subject Invention(s). Previously

documented (whether patented or unpatented under the patent laws of the United States of America or any foreign country) inventions are exempt from this sub clause.

I. March-In Rights

The Contractor shall forfeit and assign to the Energy Commission, at the Energy Commission's request, all rights to a Subject Invention if either: 1) Contractor fails to apply for a patent on Subject Invention(s) developed under this Agreement within six (6) months of conceiving or first actually reducing the technology to practice, or, 2) Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the Subject Invention. In this event, the Contractor agrees to relinquish all rights, subject to DOE reserved rights, to the Subject Invention to the Energy Commission. The Energy Commission will have the unfettered right to use and/or dispose of the rights in whatever manner it deems most suitable to help transfer the Technology into the market place, including but not limited to, seeking patent protection, or licensing the Subject Invention.

J. Energy Commission's Rights to Invention

Contractor and all persons and/or entities obtaining an ownership interest in Subject Invention(s) shall include within the specification of any United States patent application, and any patent issuing thereon covering a Subject Invention, the following statement:

THIS INVENTION WAS MADE WITH STATE OF CALIFORNIA SUPPORT UNDER CALIFORNIA ENERGY COMMISSION AGREEMENT NUMBER «AGREEMENT NUMBER». THE ENERGY COMMISSION HAS CERTAIN RIGHTS TO THIS INVENTION.

K. Energy Commission's Interest in Inventions

If Contractor or any subcontractor perfects a patent application on any Subject Invention, Contractor shall notify the Commission Contract Manager and Energy Commission Contracts Officer. Energy Commission Contracts Officer will complete and file a Uniform Commercial Code (UCC.1) Financing Statement with the Secretary of State's Office.

L. Copyrights

- 1) Copyrightable work first produced under this Agreement shall be owned by the Contractor, limited by the license granted to the Energy Commission in 2) below.
- 2) Contractor agrees to grant the Energy Commission a royalty-free, no-cost, nonexclusive, irrevocable, nontransferable, worldwide, perpetual license to produce, translate, publish, use and dispose of, and to authorize others to produce, translate, publish, use and dispose of all copyrightable work first produced or composed in the performance of this Agreement.
- 3) Contractor will apply copyright notices to all documents prepared for this Agreement that will be released to the public including reports, deliverables, articles submitted for publication, and all reprints, using the following form or such other form as may be reasonably specified by Energy Commission.

©[YEAR OF FIRST PUBLICATION OF DELIVERABLE],
[THE COPYRIGHT HOLDER'S NAME].
ALL RIGHTS RESERVED.

4) Software

In the event software is developed that is not a deliverable under the Agreement, Contractor shall have the right to copyright and/or patent such software and grants the Energy Commission a royalty-free, no-cost, non-exclusive, irrevocable, non-transferable, worldwide, perpetual license to produce and use the software, its derivatives and upgrades for governmental purposes.

M. Intellectual Property Indemnity

Contractor warrants that Contractor will not, in supplying work under this Agreement's Scope of Work, knowingly infringe or misappropriate any intellectual property right of a third party, and that it will conduct a reasonable investigation of the intellectual property rights of third parties to avoid such infringement. Contractor will defend and indemnify Energy Commission from and against any claim, lawsuit or other proceeding, loss, cost, liability or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a deliverable infringes any patent, copyright, trade secret or other intellectual property right of any third party, or (ii) any third party claim arising out of the negligent or other tortious act(s) or omission(s) by the Contractor, its employees, subcontractors or agents, in connection with or related to the deliverables or the Contractor's performance thereof under this Agreement.

16. **PURCHASE OF EQUIPMENT**

- A. Equipment identified in this Agreement is approved for purchase.
- B. Equipment not identified in this Agreement shall be subject to prior written approval from the Contract Manager.
- C. All Equipment purchased with Energy Commission funds is subject to the following terms and conditions:
 - 1) The Commission Contracts Officer will complete and file a Uniform Commercial Code (UCC.1) Financing Statement with the Secretary of State's Office. Invoices for Equipment purchases associated with a UCC.1 will not be processed until the UCC.1 has been filed with the Secretary of State's Office.
 - 2) Title to all non-expendable Equipment purchased in part or in whole with Energy Commission funds shall remain with the Energy Commission.
 - 3) Contractor shall assume all risk for maintenance, repair, destruction and damage to Equipment while in the possession or subject to the control of Contractor. Contractor is not expected to repair or replace Equipment that is intended to undergo significant modification or testing to the point of damage/destruction as part of the work described in Exhibit A, Scope of Work.
- D. Upon termination or completion of this Agreement, the Energy Commission may:
 - 1) if requested by the Contractor, authorize the continued use of such Equipment to further energy research in the public interest;

- 2) by mutual agreement with the Contractor, allow the Contractor to purchase such Equipment for an amount not to exceed the residual value of the Equipment as of the date of termination or completion of this Agreement; or,
- 3) request that such Equipment be delivered to the Energy Commission with any costs incurred for such return to be borne by the Energy Commission.

17. **BUSINESS ACTIVITY REPORTING**

- A. Contractor shall promptly notify the Contract Manager of the occurrence of any of the following:
- 1) A change of address.
 - 2) A change in the business name or ownership.
 - 3) The existence of any litigation or other legal proceeding affecting this Agreement.
 - 4) The occurrence of any casualty or other loss to Project personnel, equipment or third parties.
 - 5) Contractor's receipt of notice of any claim or potential claim against Contractor for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.
- B. Contractor shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original Contractor, the Energy Commission may terminate this Agreement as provided in the Termination clause.

18. **REVIEW AND NOTICE OF CONFLICTING TERMS**

Contractor warrants and attests that it has conducted a detailed review of the terms and conditions of its existing related third-party agreements and has identified all known or reasonably foreseeable conflicts with this Agreement's terms and conditions and has disclosed the conflicts in writing to the Energy Commission prior to executing this Agreement. In the event further conflicts are identified, Contractor and Energy Commission agree that these conflicts shall be addressed using the procedure described in the Disputes clause. Nothing in this Agreement is intended to nullify or obviate any prior third-party agreements executed by Contractor. However, the Energy Commission may terminate this Agreement if the conflict impairs or diminishes the value of this Agreement.

19. **ACCESS TO SITES AND RECORDS**

The Energy Commission staff or its representatives shall have reasonable access to all Project sites and to all records related to this Agreement.

20. **ASSURANCES**

The Energy Commission reserves the right to seek further written assurances from the Contractor and its team that the work of the Project under the Agreement will be performed consistent with the terms of the Agreement.

21. **SURVIVAL**

It is understood and agreed that certain Agreement clauses shall survive the completion or termination of this Agreement for any reason. The Agreement clauses include, but are not limited to:

- Recordkeeping, Cost Accounting and Auditing
- Indemnification
- Disputes
- Termination
- Rights of Parties Regarding Deliverables, Data, and Intellectual Property
- Purchase of Equipment
- Business Activity Reporting
- Access to Sites and Records
- Royalty Payments to Energy Commission

22. **INTERPRETATION OF TERMS**

This Agreement shall be conducted in accordance with the terms and conditions of the solicitation, if applicable. The Contractor's proposal is not attached, but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the solicitation or proposal, this Agreement shall be considered controlling.

EXHIBIT E
Additional Provisions

The following clauses may or may not be included in Agreement, Contracts Officer to decide when developing this Exhibit if any of the following clauses apply to the specific Scope of Work or if an additional clause or term is needed.

1. CONFIDENTIALITY

A. Information Considered Confidential

All Contractor information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

B. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Contractor, as “Confidential” on each page of the document containing the Confidential Information and presented in a sealed package to the Commission Contracts Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the “confidential” volume: no Confidential Information will be in the “public” volume.

C. Submittal of Unanticipated Confidential Information as a Deliverable

The Contractor and the Energy Commission agree that during this Agreement, it is possible that the Contractor may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Contractor shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission’s Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

D. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Contractor or any other entity become public records and are no longer subject to the above confidentiality designation.

2. INTELLECTUAL PROPERTY ITEMS DEVELOPED PRIOR TO THIS AGREEMENT

A. Intellectual property information is designated in the Attachment to this Exhibit.

B. The Energy Commission makes no claim to intellectual property that existed prior to this Agreement and was developed without Energy Commission funding.

- C. The Contractor gives notice that the items listed in the Attachment to this Exhibit have been developed without Energy Commission funding and prior to the start of this Agreement. This list represents a brief description of the prior developed intellectual property. A detailed description of the intellectual property, as it exists on the effective date of this Agreement, may be necessary if Energy Commission funds are used to further develop the listed intellectual property. This information will assist the parties to make an informed decision regarding intellectual property rights and possible repayment obligations.

CO to decide whether the following clause is appropriate for this specific Agreement.

3. **ROYALTY PAYMENTS TO ENERGY COMMISSION**

In consideration of Energy Commission providing funding to Contractor, Contractor agrees to pay Energy Commission royalties under the following terms and conditions.

- A. Contractor agrees to pay Energy Commission a royalty of one and one-half percent (1.5%) of the Sale Price on Sales of all Project-Related Products and Rights that the Contractor receives.
- B. Contractor's obligation to make payments to Energy Commission shall commence from the date Project-Related Products and Rights are first sold and shall extend for a period of fifteen (15) years thereafter. Payments are payable in annual installments and are due the first day of March in the calendar year immediately following the year during which Contractor receives Gross Revenues.
- C. Early Buyout. Contractor has the option of paying its royalty obligations to Energy Commission without a pre-payment penalty, provided Contractor makes the royalty payment within two (2) years from the date at which royalties are first due to the Energy Commission. Royalty payment must be in a lump sum amount equal to two (2) times the amount of funds drawn down on the Agreement.
- D. Contractor agrees not to make any Sale, license, lease, gift or other transfer of any Project-Related Products and Rights with the intent of, or for the purpose of, depriving Energy Commission of royalties hereunder. Generally, this means that Contractor will not make any Sale, license, lease or other transfer of Project-Related Products and Rights for consideration other than fair market value. Further, Contractor agrees that such activity constitutes breach of this Agreement and that Contractor agrees to repay within sixty (60) days the amount due under C above (Early Buyout).
- E. Contractor acknowledges that a late payment of royalties owed to the Energy Commission will cause the Energy Commission to incur costs not contemplated by the parties. If a royalty payment is not paid when due, Contractor agrees to pay the Energy Commission a late fee equal to two percent (2%) of the payment due. Additionally, Contractor agrees that royalty payments not paid within fifteen (15) days of the due date shall thereupon become debt obligations of Contractor to the Energy Commission, due upon demand and bearing interest at the maximum interest rate allowed by law.
- F. Contractor shall maintain separate accounts within its financial and other records for purposes of tracking components of Sales and royalties due to Energy Commission under this Agreement.

- G. Payments to Energy Commission are subject to audit as provided for under the Recordkeeping, Cost Accounting and Auditing clause.
- H. In the event of default hereunder, Energy Commission shall be free to exercise all rights and remedies available to it herein, and under law and at equity. The Contractor's failure to pay when due, any amount due and payable shall cause default under this Agreement.

4. **CONFLICT OF INTEREST**

- A. Contractor agrees to continuously review new and upcoming Projects in which members of the Contractor team may be involved for potential conflicts of interest. Contractor shall report its findings in its progress report.
- B. Contractor shall submit a completed California Fair Political Practices Commission Form 700, "Statement of Economic Interests" for each consultant directed by the Contract Manager, in consultation with the Energy Commission's Chief Counsel's Office to file a statement.
- C. No person, firm, or subsidiary thereof who has been awarded a consulting services agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services agreement. This does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services agreement which amounts to no more than ten percent (10%) of the total monetary value of the consulting services agreement.

CO to decide whether the following clause is appropriate for this specific Agreement.

5. **WORK AUTHORIZATION PROCESS**

The Contract Manager shall prepare a Work Authorization (WA) directing the work the Contractor provides. Each WA shall be in writing, numbered sequentially and approved by the Contractor's Project Manager and Contract Manager before beginning work. The Contract Manager shall file each signed WA with the Commission Contracts Office. Each WA shall detail the following:

- Detailed Scope of Work and what task the WA falls within related to this Agreement, purpose, objective, the technology area, and identification of the Agreement/subcontractor team.
 - All significant materials to be developed or services delivered. Identification of any materials to be furnished by the Energy Commission to the Contractor. The due dates for materials or services performed under the WA. The time period for the entire WA.
 - Estimated budget including person hours, hourly rates, travel expenses, and total cost of the WA.
- A. The Energy Commission reserves the right to require the Contractor to stop or suspend work on any WA. The Contract Manager shall provide notice in writing to the Contractor's Project Manager of the date work is halted or suspended. Costs incurred to that date shall be reimbursed in accordance with the termination clause.

- B. The actual costs of a completed WA shall not exceed the authorized amount, except under the following condition:

If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, Contractor shall immediately notify the Contract Manager. Upon such notification, the Contract Manager may:

- 1) Alter the scope of the WA to accomplish the work within the estimated costs; or
- 2) Augment the dollar amount of the WA via an amendment; or
- 3) Authorize the Contractor to complete the work for the actual costs; or
- 4) Terminate the WA.

Each WA shall be incorporated into this Agreement. However, it is understood and agreed by both parties that all of the terms and conditions of this Agreement shall remain in force with the inclusion of any such WA. A WA shall in no way constitute an independent Agreement, other than as provided pursuant to this Agreement, nor in any way amend or supersede any of the other provisions of this Agreement.

EXHIBIT F**CONTACT PERSONS**

Commission Contract Manager: NAME California Energy Commission 1516 Ninth Street, MS - ?? Sacramento, CA 95814 Phone: (916) ???-???? Fax: (916) ???-???? e-mail: ???@energy.state.ca.us	CONTRACTOR PROJECT MANAGER: (Name) (Contractor Name) Address Phone: Fax: e-mail:
COMMISSION CONTRACTS OFFICER: Judith Eghan California Energy Commission 1516 Ninth Street, MS - 18 Sacramento, CA 95814 Phone: (916) 654-4397 Fax:(916) 654-4423 e-mail: jefhan@energy.state.ca.us <i>Deliver confidential deliverables to this location <u>only</u>.</i>	CONTRACTOR CONTRACTS OFFICER: (Name) (Contractor Name) Address Phone: Fax: e-mail:
INVOICES, PROGRESS REPORTS AND NON-CONFIDENTIAL DELIVERABLES TO: Frank Taniguchi Accounting Office California Energy Commission 1516 Ninth Street, MS - 2 Sacramento, CA 95814 Phone: (916) 654-3906 Fax:(916) 653-1435 e-mail: ftaniguc@energy.state.ca.us <i>Do not deliver confidential deliverables to this location.</i>	CONTRACTOR ACCOUNTING INVOICING CONTACT: (Name) (Contractor Name) Address Phone: Fax: e-mail:
COMMISSION LEGAL NOTICES: Cheryl Raedel Manager, Contracts Office California Energy Commission 1516 Ninth Street, MS - 18 Sacramento, CA 95814 Phone: (916) 654-4392 Fax:(916) 654-4423 e-mail: craedel@energy.state.ca.us	CONTRACTOR LEGAL NOTICES: (Name) (Contractor Name) Address Phone: Fax: e-mail:

EXHIBIT G

DEFINITIONS

1. ***Affiliate of the Contractor*** means any natural person, corporation, partnership, joint venture, sole proprietorship or other business entity directly or indirectly through one or more intermediaries, controlling, controlled by, or under common control with the Contractor. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by agreement, or otherwise. For purposes of this Agreement, it is presumed that ownership or control of the voting power of more than fifty percent (50%) of the voting stock or partnership interests in an entity constitutes control of that entity.
2. ***Agreement Budget*** refers to the Energy Commission reimbursable and Contractor's Matching Fund expenditures for that portion of the Project covered by the Agreement.
3. ***Agreement Period*** is the length of this Agreement between the Energy Commission and the Contractor. The Contractor's Project may coincide with or extend outside the Agreement Period.
4. ***Date*** means calendar date.
5. ***Agreement Start Date*** is the date the Contractor may begin work that incurs expenses for which the Energy Commission will reimburse the Contractor. No work may begin until Department of General Services (DGS) approves the Agreement, if required.
6. ***Agreement End Date*** is the date the Contractor must stop work that incurs expenses for which the Energy Commission will reimburse the Contractor.
7. ***Confidential Information*** is information Contractor has submitted to the Energy Commission and has satisfactorily identified and which the Energy Commission has agreed to designate as confidential pursuant to Title 20 CCR 2501 and following (and amendments).
8. ***Economic Benefit*** for a Project co-funded using Energy Commission funds means the realization of economic gain or other tangible benefits by the Contractor or Affiliate of the Contractor (except bona fide third party purchasers of Contractor's commercial products) through the use of Project-Related Products and Rights, including but not limited to, operation, sale, distribution or manufacturing; or by any other transaction, including but not limited to, grant, rent, loan, equity, option, transfer, license or other fee; or by Otherwise Disposing of the Project-Related Products and Rights. The Energy Commission may rely upon professional accounting opinion in making a final determination of the dollar value of Gross Revenues, and such determination shall be the basis for calculating the royalty payment due the Energy Commission.
9. ***Equipment*** is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with Energy Commission funds. ***Equipment*** means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of Materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.

10. **Gross Revenues** means the gross Sales Price, rentals and other amounts received by Contractor from or on account of the Sale, lease, or other transfer or use of Project-Related Products and Rights, less sales tax paid. Gross Revenues shall be determined as above and in accordance with appropriate Federal cost principles and any Economic Benefit.
11. **Key Partners** are participants in the Project who are not receiving PIER funds or are not providing Match Funds but are integral to the outcome of the Project. Key Partners may be providing space, testing facilities, demonstration sites or a manufacturer or other implementer of the Project results.
12. **Key Personnel** are employees or consultants of the Contractor who are critical to the outcome of the Project. For example, they may have expertise in the particular field, or have experience that is not available from another source. Replacing these individuals may affect the outcome of the Project.
13. **Key Subcontractors** are contractors, subcontractors or vendors to the Contractor and who are critical to the outcome of the Project. As with Key Personnel, Key Subcontractors may have expertise in the particular field, or have experience that is not available from another source and replacement may significantly affect the Project. An employee of the Contractor's subcontractor or vendor may also qualify as "key."
14. **Match Fund Participant** means any party that supplies Match Funds to the Project.
15. **Match Funds** means cash or in-kind (non-cash) contributions provided by Contractor, subcontractors or other parties that will be used in performance of this Agreement.
16. **Materials** means the substances used in constructing a finished object, commodity, device, article or product.
17. **Otherwise Disposing Of** means (1) Project-Related Products and Rights not sold but delivered by the Contractor or Affiliate of the Contractor to others regardless of the basis for compensation, if any; and (2) Project-Related Products and Rights put into use by the Contractor or any third party for any purpose other than testing or evaluation of the Project-Related Products and Rights.
18. **Project** refers to the entire effort undertaken and planned by the Contractor and consisting of the work co-funded by the Energy Commission. The Project may coincide with or extend beyond the Agreement period.
19. **Project-Related Products and Rights** means any and all inventions, discoveries, machines, designs, computer software, products, devices, mechanisms, methods, protocols, processes, algorithms, flowcharts, diagrams, trade secrets, data, copyrights, patents, trademarks, proprietary rights, and the like created or made or discovered or first reduced to practice by the Contractor or other third party as a result, in whole or in part, of the Agreement award(s) and any and all updates, revisions, modification, enhancements, derivations, variations, additions, continuations, renewals, and extensions thereto and all proceeds and products therefrom.
20. **Sale** is sale, license, lease, gift or other transfer of Project-Related Products and Rights.
21. **Sales Price** means Gross Revenues, excluding normal returns and allowances such as sales tax, freight and insurance, if applicable, derived from a Sale.

22. **Subject Invention** means any and all invention or discovery conceived, or first actually reduced to practice in the course of or under the Energy Commission-funded portion of this Agreement (i.e., that portion of this Agreement for which Contractor has invoiced the Energy Commission and received reimbursement) and includes any art, method, process, machine, manufacture design or composition of matter, or any new and useful improvement thereof, whether patented or unpatented, under the patent laws of the United States of America or any foreign country.
23. **Technology** refers to the general subject area where the product or innovation will be used. For example, solar thermal electric generation is a Technology area; direct steam generation is an innovation in this Technology area.
24. **Terms Relating to Data**
 - a) **Technical Data** or **Data** as used throughout this Agreement means recorded information regardless of form or characteristic, of a scientific or technical nature and used in the performance of this Agreement. It may, for example, document research; document experimental, developmental, demonstration, or engineering work; or be usable or used to define a design or process; or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, test specifications or related performance or design type documents or computer software (including computer programs, computer software data bases, and computer software documentation). Examples of Technical Data include manufacturing techniques and methods, machinery, devices such as tools, products, or components, research and engineering data, engineering drawings and associated lists, specifications, engineering calculations, standards, process sheets, manuals, technical reports, catalog item identification, and related information. Technical Data as used herein does not include financial reports, cost analyses and other information incidental to administration of this Agreement.
 - b) **Proprietary Data** is such data as Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. Proprietary Data also includes data of a proprietary nature produced during the course of this Agreement that is produced by Contractor or its subcontractors at their own expense.
 - c) **Generated Data** is that data that the Contractor collects, collates, records, deduces, reads out or postulates for use in the performance of this Agreement. In addition, any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at Energy Commission expense, together with complete documentation thereof, shall be treated as Generated Data.
 - d) **Deliverable Data** is that data which, under the terms of this Agreement, is required to be delivered to the Energy Commission.
25. A **Trade Secret** is any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented and which is generally known only to certain individuals with a commercial concern and are using it to fabricate, produce or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

EXHIBIT H

PIER SUBCONTRACT FLOW-DOWN PROVISIONS

The following language must be included in all subcontracts executed by PIER contractors. This language is the minimum that must be contained in subcontracts. Contractor may include other provisions as well. Contractor should use this template and fill in the name of the Contractor and Subcontractor as appropriate in each place where there is a _____ blank.

=====

This Agreement is funded by or funded in part by the California Energy Commission (Energy Commission) Public Interest Energy Research (PIER) Program. _____ [Contractor] entered into a prime contract with the Energy Commission. This Agreement between _____ [Contractor] and _____ [Subcontractor] is a subcontract to the prime contract.

1. STANDARD OF PERFORMANCE

_____ [Subcontractor] shall be responsible in the performance of _____'s [Subcontractor] work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in scientific and engineering research fields. Any costs for failure to meet these standards, or otherwise defective services, which require re-performance, as directed by _____ [Contractor], shall be borne in total by the _____ [Subcontractor] and not the Energy Commission or _____ [Contractor]. In the event the _____ [Subcontractor] fails to perform in accordance with the above standard the following will apply:

- D. _____ [Subcontractor] will re-perform, at its own expense, any task, that was not performed to the reasonable satisfaction of _____ [Contractor]. Any work re-performed pursuant to this clause shall be completed within the time limitations originally set forth for the specific task involved. _____ [Subcontractor] shall work any overtime required to meet the deadline for the task at no additional cost to _____ [Contractor].
- E. _____ [Contractor] shall provide a new schedule for the re-performance of any task pursuant to this clause in the event that re-performance of a task within the original time limitations is not feasible.
- C. In the event _____ [Subcontractor] fails to perform in accordance with the foregoing standard of performance, _____ [Contractor] and _____ [Subcontractor] shall seek to negotiate in good faith an equitable resolution satisfactory to both parties.

2. RECORDKEEPING, COST ACCOUNTING AND AUDITING

- A. Recordkeeping. _____ [Subcontractor] shall maintain all records, documents or other evidence relating to direct and indirect expenses reimbursed to _____ [Subcontractor] hereunder, and to hours of employment on this Agreement by all employees of _____ [Subcontractor] for which _____ [Contractor] is billed. These records shall be sufficient to reflect all costs claimed to have been incurred in performing this Agreement.
- C. Accounting Procedures. _____'s [Subcontractor] costs shall be determined on the basis of the _____'s [Subcontractor] accounting system procedures and practices employed as of the _____

effective date of this Agreement. _____'s [Subcontractor] accounting system shall distinguish between direct costs and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

D. Allowability of Costs.

- 3) **Allowable Costs.** Allowable costs may include all costs, direct and indirect, incurred in the performance of work and capped as identified in the budget for this Agreement. Costs must be incurred within the term of the Agreement. Factors to be considered in determining whether an individual item of cost is allowable include (i) reasonableness of the item, (ii) allowability of the item to the work, and (iii) the terms and conditions of this Agreement.
- 4) **Unallowable Costs.** Some examples of unallowable costs include: contingency costs, imputed costs, fines and penalties, losses on contracts, excess profit taxes, and increased contract rates and fees for this Agreement.

3. AUDIT

_____ [Subcontractor] agrees that the Energy Commission, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. _____ [Subcontractor] agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. _____ [Subcontractor] agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, _____ [Subcontractor] agrees to include a similar right of the State to audit records and interview staff in any subcontract between _____ [Subcontractor] and a third party related to performance of this Agreement ("lower tier subcontracts").

4. PURCHASE OF EQUIPMENT

If equipment is purchased with Energy Commission funds, the following applies:

- A. Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with Energy Commission funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.
- B. Materials means the substances used in constructing a finished object, commodity, device, article or product.
- C. Title to all non-expendable equipment purchased in part or in whole with Energy Commission funds shall remain with the Energy Commission. The Energy Commission will complete and file a UCC.1 with the Secretary of State's Office for all such equipment.

- D. _____ [Subcontractor] shall assume all risk for maintenance, repair, destruction and damage to equipment while in the possession or subject to the control of _____ [Subcontractor]. _____ [Subcontractor] is not expected to repair or replace equipment that is intended to undergo significant modification or testing to the point of damage/destruction.
- E. Upon termination of this Agreement, the Energy Commission may:
- 1) if requested by _____ [Contractor], authorize _____'s [Subcontractor] continued use of such equipment to further energy research in the public interest,
 - 2) by mutual agreement with _____ [Contractor], allow _____ [Subcontractor] to purchase such equipment for an amount not to exceed the residual value of the equipment as of the date of termination of this Agreement, or
 - 3) request that such equipment be delivered to the Energy Commission with any costs incurred for such return to be borne by the Energy Commission.

5. RIGHTS OF PARTIES REGARDING DELIVERABLES, DATA & INTELLECTUAL PROPERTY

A. Energy Commission's Rights in Deliverables

Deliverables and reports specified for delivery to the _____ [Contractor] for the Energy Commission's use under this Agreement shall become the property of the Energy Commission. The Energy Commission may use, publish, and reproduce the deliverables and reports subject to the provisions of clause 6 below.

B. Rights in Technical, Generated, and Deliverable Data

- 3) _____'s [Subcontractor's] Rights. All technical, generated and deliverable data produced under this Agreement shall be limited by the license retained by the Energy Commission in 2) below, and the rights the Energy Commission has in deliverables specified above in A).
- 4) Energy Commission's Rights. _____ [Subcontractor] shall provide Energy Commission Contract Manager (through _____ [Contractor]), with a copy of all technical, generated and deliverable data produced under this Agreement when requested by the Energy Commission. _____ [Subcontractor] is not required to copy and submit data the Energy Commission Contract Manager has identified as being unusable to the Energy Commission and the PIER program such as raw data that is too disaggregated or voluminous for practical application. Such Data shall be retained at _____'s [Subcontractor's] facility for inspection, review and possible copying by the Contract Manager for a minimum of three (3) years after final payment unless a longer period of records retention is stipulated.

Upon request by Contractor or Contract Manager, _____ [Subcontractor] shall provide the Energy Commission Contract Manager and any designated reviewer(s), access to review technical and generated data produced in the course of this Agreement that is not requested to be a deliverable.

For all technical, generated and deliverable data produced under this Agreement, the Energy Commission retains a no-cost, non-exclusive, non-transferable, irrevocable,

royalty-free, worldwide, perpetual license to use, publish, translate, produce and to authorize others to produce, translate, publish and use the data, subject to the provisions of clause 6 below.

- C. Exclusive Remedy. In the event the Energy Commission intends to publish or has disclosed data _____ [Subcontractor] considers confidential, _____'s [Subcontractor's] exclusive remedy is a civil court action for injunctive relief. Such court action shall be filed in Sacramento County, Sacramento, California.
- D. Waiver of Consequential Damages.

IN NO EVENT WILL THE ENERGY COMMISSION BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY FOR THE DISCLOSURE OF _____'s [SUBCONTRACTOR'S] CONFIDENTIAL RECORDS, EVEN IF THE ENERGY COMMISSION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. DAMAGES THAT THE ENERGY COMMISSION WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFIT; LOSS OF SAVINGS OR REVENUE; LOSS OF GOODWILL; LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES; DOWNTIME; THE CLAIMS OF THIRD PARTIES INCLUDING CUSTOMERS; AND INJURY TO PROPERTY.

- E. Proprietary Data. Proprietary data owned by _____ [Subcontractor] shall remain with _____ [Subcontractor] throughout the term of this Agreement and thereafter. The extent of _____ [Contractor] or the Energy Commission access to the same and the testimony available regarding the same shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable hereunder. Upon request by _____ [Contractor] or the Energy Commission Contract Manager, _____ [Subcontractor] shall provide the Energy Commission Contract Manager and any designated reviewer(s) access to review _____ [Subcontractor's] proprietary data produced in the course of this Agreement that is not requested to be a deliverable. Neither _____ [Contractor] nor the Energy Commission shall disclose any _____'s [Subcontractor] proprietary data access or reviewed to any third party.
- F. Preservation of Data. Any data that is reserved to _____ [Subcontractor] by the express terms hereof, and pre-existing proprietary or confidential data that have been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, shall be preserved by _____ [Subcontractor] at _____'s [Subcontractor] own expense for a period of not less than three years after final payment, unless a longer period of records retention is stipulated.
- G. Destruction of Data. Before the expiration of three years or the stipulated records retention period and before changing the form of or destroying any technical, generated or deliverable data or trade secrets, _____ [Subcontractor] shall notify _____ [Contractor] of any such contemplated action and the Energy Commission may, within thirty (30) days after said notification, determine whether it desires said data to be further preserved. If the Energy Commission so elects, the expense of further preserving said data shall be paid for by the Energy Commission. _____ [Subcontractor] agrees that the Energy Commission may at its own expense, have reasonable access to said data throughout the time during which said data is preserved. _____

[Subcontractor] agrees to use its best efforts to identify competent witnesses to testify in any court of law regarding said data or, at the Energy Commission's expense, to furnish such competent witnesses.

- H. Patent Rights. Ownership of patent rights between ____ [Contractor] and ____ [Subcontractor] is not addressed in this paragraph. However, the Energy Commission retains certain patent rights in its prime contract with ____ [Contractor]. ____ [Subcontractor] acknowledges the following minimum Energy Commission patent rights for subject inventions: The Energy Commission retains a no-cost, nonexclusive, nontransferable, irrevocable, royalty-free, worldwide perpetual license to use or have practiced for or on behalf of the State of California subject invention(s) for governmental purposes. The owner of subject invention(s) must obtain agreements to effectuate this clause with all persons or entities, except for the U.S. Department of Energy (DOE), obtaining ownership interest in the patented subject invention(s). Previously documented (whether patented or unpatented under the patent laws of the United States of America or any foreign country) inventions are exempt from this provision.
- I. March-In Rights. If ____ [Subcontractor] is the owner of a subject invention, ____ [Subcontractor] shall forfeit and assign to the Energy Commission, at the Energy Commission's request, all rights on a subject invention if either: 1) ____ [Subcontractor] fails to apply for a patent on subject inventions(s) developed under this Agreement within six months of conceiving or first actually reducing to practice the technology; or 2) ____ [Subcontractor] or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention. In this event, ____ [Subcontractor] agrees to relinquish all rights, subject to DOE reserved rights, on the subject invention to the Energy Commission. The Energy Commission will have the unfettered right to use and/or dispose of the rights in whatever manner it deems most suitable to help transfer the technology into the market place, including but not limited to, seeking patent protection, or licensing the invention.
- J. Energy Commission's Rights to Invention. ____ [Subcontractor] and all persons and/or entities obtaining an ownership interest in subject invention(s) shall include within the specification of any United States patent application, and any patent issuing thereon covering a subject invention, the following statement:

THIS INVENTION WAS MADE WITH STATE OF CALIFORNIA SUPPORT UNDER CALIFORNIA
ENERGY COMMISSION AGREEMENT NUMBER ____.

THE ENERGY COMMISSION HAS CERTAIN RIGHTS TO THIS INVENTION.

- K. Energy Commission's Interest in Inventions. If ____ [Subcontractor] perfects a patent application on any subject invention, ____ [Subcontractor] shall notify Contractor in order for the Energy Commission to prepare and file a Uniform Commercial Code (UCC.1) Financing Statement with the Secretary of State's Office.
- L. Copyrights.
 - 1) If ____ [Subcontractor] is the owner of a copyright, ____ [Subcontractor] agrees to grant the Energy Commission a royalty-free, no-cost nonexclusive, irrevocable, nontransferable worldwide, perpetual license to produce, translate, publish, use and dispose of, and to authorize others to produce, translate, publish, use and dispose of all copyrightable material first produced or composed in the performance of this Agreement.
 - 2) ____ [Subcontractor] will apply copyright notices to all documents prepared for this Agreement that will be released to the public including reports, deliverables, articles

submitted for publication and all reprints using the following form or such other form as may be reasonably specified by _____ [Contractor].

©[YEAR OF FIRST PUBLICATION OF DELIVERABLE],
[THE COPYRIGHT HOLDER'S NAME].
ALL RIGHTS RESERVED.

- 3) In the event _____ [Subcontractor] develops software that is not a deliverable under the Agreement, and if _____ [Subcontractor] is the owner of the software, _____ [Subcontractor] shall grant the Energy Commission a royalty-free, no-cost, non-exclusive, irrevocable, non-transferable, worldwide, perpetual license to produce and use the software, its derivatives and upgrades for governmental purposes.
- M. Intellectual Property Indemnity. _____ [Subcontractor] warrants that _____ [Subcontractor] will not, in its supplying of the work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and that it will conduct a reasonable investigation of the intellectual property rights of third parties to avoid such infringement. _____ [Subcontractor] will defend and indemnify _____ [Contractor] and Energy Commission from and against any claim, lawsuit or other proceeding, loss, cost, liability or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a deliverable infringes any patent, copyright, trade secret or other intellectual property right of any third party, or (ii) any third party claim arising out of the negligent or other tortious act(s) or omission(s) by _____ [Subcontractor], its employees, lower tier subcontractors or agents, in connection with or related to the deliverables or the _____'s [Subcontractor's] performance thereof under this Agreement.

6. **LIMITATION ON DISCLOSURE OF INFORMATION**

- A. _____ [Subcontractor] must receive approval from _____ [Contractor] before disclosing to any third party the contents of any draft deliverable or report.
- B. After any document submitted has become a part of the public records of the State, _____ [Subcontractor] may, if it wishes to do so at its own expense, publish or utilize the same, and shall include the Legal and Copyright notices required above.
- C. In the event any public statement is made by the Energy Commission as to the role of _____ [Subcontractor] or the content of any deliverable or report, _____ [Subcontractor] may, if it believes such statement to be incorrect, state publicly what it believes is correct.
- D. No record that is provided to _____ [Subcontractor] by the Energy Commission or _____ [Contractor] for _____'s [Subcontractor's] use in performing this Agreement and which has been designated as confidential information, or is the subject of a pending application for confidential designation, except as provided in Title 20, CCR Section 2505 and following (and amendments), shall be disclosed by _____ [Subcontractor], unless disclosure is ordered by a court of competent jurisdiction. At the election of _____ [Contractor] or the Energy Commission Contract Manager, _____ [Subcontractor], its employees and any lower tier subcontractor shall execute a confidentiality agreement supplied by _____ [Contractor] or the Energy Commission.
- E. _____ [Subcontractor] acknowledges that each of its officers, employees, and lower tier subcontractors who are involved in the performance of this Agreement will be informed about these restrictions and be directed to abide by the above terms.

- F. Data provided to the Energy Commission by _____ [Subcontractor], which data the Energy Commission has not already agreed to keep confidential and which _____ [Subcontractor] seeks to have designated as confidential, or is the subject of a pending application for confidential designation, will not be disclosed by the Energy Commission except as provided in Title 20 CCR Sections 2506 and 2507 (and amendments), unless disclosure is ordered by a court of competent jurisdiction.

7. **NO FURTHER ASSIGNMENTS**

_____ [Subcontractor] shall not make any assignment of this Agreement to any third party without advance written consent of the _____ [Contractor].

8. **NON-DISCRIMINATION**

During the performance of this Agreement, _____ [Subcontractor] and any of its lower tier subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. _____ [Subcontractor] shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. _____ [Subcontractor] shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Energy Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. _____ [Subcontractor] shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. _____ [Subcontractor] shall include the nondiscrimination and compliance provisions of this clause in all subcontracts between _____ [Subcontractor] and a lower tier subcontractor to perform work under this Agreement.

9. **STOP WORK**

_____ [Contractor] may, at any time, by written notice to _____ [Subcontractor], require _____ [Subcontractor] to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a Project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

- A. Compliance. Upon receipt of such stop work order, _____ [Subcontractor] shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- B. Equitable Adjustment. An equitable adjustment shall be made by _____ [Contractor] based upon a written request by _____ [Subcontractor].
- C. Canceling a Stop Work Order. _____ [Subcontractor] shall resume the work only upon receipt of written instructions from the _____ [Contractor].

10. **TERMINATION**

[NOTE: SUBCONTRACT MUST CONTAIN TERMINATION RIGHTS OF THE CONTRACTOR SIMILAR TO THE CAUSE/FOR CAUSE OPTIONS BELOW. Contractor may use its own standard termination language as long as Contractor retains the right to terminate with and without cause. Contractor may use the language below if it does not have standard termination language. Contractor may add a right of Subcontractor to terminate, but Subcontractor's right to terminate is not encouraged, so sample language is not included here.]

This Agreement may be terminated as follows:

- A. In the event of breach by _____ [Subcontractor] of the conditions in this Agreement, _____ [Contractor] may, without prejudice to any of its legal remedies, terminate this Agreement for cause, upon five days written notice to _____ [Subcontractor].
- B. _____ [Contractor], may at its option, terminate this Agreement without cause, upon giving 30 days written notice to _____ [Subcontractor]. In such event, _____ [Subcontractor] agrees to use all reasonable efforts to mitigate its expenses and obligations under this Agreement.

11. **ACCESS TO SITES & RECORDS**

_____ [Contractor] and Energy Commission staff or its representatives shall have reasonable access to all Project sites and all records related to this Agreement. _____ [Subcontractor] shall ensure the same access rights for all lower tier subcontractors.

12. **CONFLICT OF INTEREST**

- A. Conflicts in General. _____ [Subcontractor] agrees to continuously review new and upcoming Projects in which members of the _____ [Subcontractor] team may be involved for potential conflicts of interest and report potential conflicts to _____ [Contractor].

13. **LEGAL NOTICE**

All documents prepared for this Agreement that will be released to the public in hard copy, electronic or website format including but not limited to reports, deliverables, articles submitted for publication, and all reprints shall include the following:

LEGAL NOTICE

THIS REPORT WAS PREPARED AS A RESULT OF WORK SPONSORED BY THE CALIFORNIA ENERGY COMMISSION (ENERGY COMMISSION). IT DOES NOT NECESSARILY REPRESENT THE VIEWS OF THE ENERGY COMMISSION, ITS EMPLOYEES, OR THE STATE OF CALIFORNIA. THE ENERGY COMMISSION, THE STATE OF CALIFORNIA, ITS EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND ASSUME NO LEGAL LIABILITY FOR THE INFORMATION IN THIS REPORT; NOR DOES ANY PARTY REPRESENT THAT THE USE OF THIS INFORMATION WILL NOT INFRINGE UPON PRIVATELY OWNED RIGHTS. THIS REPORT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE ENERGY COMMISSION NOR HAS THE ENERGY COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION IN THIS REPORT.

14. **SURVIVAL**

It is understood and agreed that certain clauses shall survive completion or termination of this Agreement for any reason. The clauses include but are not limited to:

- Recordkeeping, Cost Accounting and Auditing
- Audit
- Purchase of Equipment
- Rights of Parties Regarding Deliverables, Data and Intellectual Property
- Access to Sites and Records

INSTRUCTIONS FOR COMPLETING AGREEMENT EXHIBIT A, SCOPE OF WORK

The Exhibit A Template contains the framework to use to complete the Scope of Work. That template has instructions in blue that are to be deleted as it is filled out. The following are additional instructions for the items in the Scope of Work. At the end of these instructions, there are examples of Technical Tasks to provide guidance in drafting your own.

I. Glossary

Spell out each acronym used in the Scope of Work. Also include definitions of odd or unusual terms. Think about the document from the perspective of someone who does not work in the particular industry or discipline.

II. Problem Statement

Describe the problem that this research will address in 1 to 2 paragraphs maximum. Describe the scientific and technological baseline, that is, the current state-of-the-art or the developmental status of the subject technology to be advanced.

Identify entities engaged in development of the subject technology. If no one else is performing any related development work, state that explicitly. Identify whether or not the proposed project duplicates or overlaps with other ongoing RD&D.

Emphasize past advances that you have made in areas relevant to the proposed work. Describe your relevant work, accomplishments, failures, ongoing work, RD&D projects, funding levels and funding sources. Be quantitative and rigorous in the discussion. List research papers, conference papers and presentations with full references, and summarize significant accomplishments that have been reported.

Within the technological baseline discussion, explain the status of the proposed technology in general so as to put it within the context of any larger development effort. The discussion could include factors such as developers and manufacturers, development status (whether laboratory scale, alpha testing, beta testing, commercially available), performance characteristics (efficiency, lifetime, emissions and other environmental characteristics including footprint and land requirement), manufacturing cost and selling price, and operation and maintenance costs.

The scientific and technological baseline described here must facilitate the evaluation of the proposed RD&D effort. That is, there must be continuity between the current status of the subject technology and the proposed effort.

Describe the deficiencies that exist for the subject technology. The deficiencies should illuminate the question of *why* the proposed project should be done.

Identify and discuss the principal barriers, key unresolved issues, and knowledge gaps that hinder the development and widespread use of the products of the proposed research in California. Barriers may be grouped under the following categories, or other categories that the Bidder deems appropriate:

- Scientific and technological – such as insufficient scientific understanding of relevant phenomena and processes, inadequate materials, high cost of materials, poor durability, low reliability, low power density, low energy density, lack of detailed engineering designs and design trade-off analyses, inadequate component development, high cost of fabrication techniques, lack of automated manufacturing, insufficient field testing, or insufficient field demonstrations.
- Market – such as inadequate consumer knowledge or limited system supply and maintenance infrastructure.
- Institutional – such as regulatory hurdles (e.g., atmospheric emission limitations) or lack of adopted interconnection standards.
- Environmental – such as NOx emissions above those set by Air Resources Boards or Districts within California, excessive noise, or high water consumption.

Explain why these barriers have not been addressed by the marketplace or by other institutions.

Explain why the barriers should be addressed at this time. For example, place the proposed work into the context of the spectrum of barriers to widespread deployment and adoption.

III. Relationship to PIER Goals

This project meets the PIER goal of <pick one from the list below> by <fill in the blank with how this goal will be met>. (If applicable, this project also meets the secondary PIER goal of <pick one from the list below> by <fill in the blank with how this goal will be met >.)

PIER Goals

1. Improving the Energy Cost/Value of California's Electricity
2. Improving the Environmental, Public Health, and Safety of California's Electricity
3. Improving the Reliability, Quality, and Sufficiency of California's Electricity
4. Addressing important RD&D gaps
5. Providing greater choices for California consumers
6. Connecting to near-term market applications

IV. Goals of the Agreement

At the beginning of this section, complete the following sentence. Please be succinct.

The goal of this project is to...(Complete the sentence with a brief description of the goal(s) and how the goal(s) will be met. Goals can be technical, economic or social. Please be brief, two to three sentences maximum.)

V. Objectives of the Agreement

The objectives of this project are to...(Complete this sentence with the objectives, which are things that will be measurable or knowable at the end of **this** project. *Bidders should determine performance measures that are applicable to their projects.*)

Examples of Performance Measures:

- . . .reduce the cost of electricity generation (or supply) by ____%.
- . . .increase the number of new technologies that are market-ready by ____ <fill in the number>.
- . . . increase the adoption by the market of specific technologies by ____%.
- . . . increase the renewable technologies that are cost competitive by ____%.
- . . . increase the new energy systems that can use multiple fuels by ____%.
- . . . decrease end-use consumption in specific energy sectors.
- . . . decrease the system impacts over current best practices by ____%.
- . . .increase the number of market-ready technologies that contribute to reduced risks of increased environmental/health impacts by ____ <fill in the number>.
- . . .reduce the interruption frequency and duration per customer type per year by ____ <fill in the number>.
- . . .increase the expected number of new technologies providing increased reliability/quality choices to consumers by ____ <fill in the number>.
- . . .decrease the rates of injury and fatality associated with electricity generation/supply and usage by ____ <fill in the number>.
- . . .determine the effectiveness of the XYZ process.

After completing the sentences above, discuss how and to what degree your proposed project contributes to technology improvement and market introduction and penetration in California.

VI. Task 1.0 Administration

The administrative tasks must be included in every agreement and the language does not change. Do NOT write anything in these areas.

VII. Technical Tasks (Tasks 2 through n)

This is the area in the Scope of Work where the technical work to be performed under this Agreement is set forth. The work effort should be divided into a series of logical, discrete and sequential tasks. Each task has the following components:

- Task Name
- The goal of this task is to . . .
- The Contractor shall:
- Deliverables

A. The Goal

The goal of this task is to . . . (Complete the sentence with a brief description of the goal(s). Please be brief, two to three sentences maximum.)

B. The Contractor shall

List each individual **activity** with a separate bullet and begin each bullet with a verb to complete the sentence beginning with "The Contractor shall." Organize activities in the order in which they will occur. A bullet needs to appear before each activity. Use this section to describe the essential elements

of **the process** you will use to complete the project. The **contents** of each **deliverable** shall also be described in this section.

For Example:

The Contractor shall:

- Prepare the X Test Plan. This plan shall include, but not be limited to . . .
- Submit the X Test Plan to the Commission Contract Manager . . .
- Conduct research in accordance with the X Test Plan.
- Prepare the X Test Results Report. This report shall include, but not be limited to, the following . . .

(Please note the following:

- **If a project is for demonstration, or if a project involves testing**, one of the tasks should be Test Plan preparation. The Test Plan should include considerations such as the number of hours of operation, the type of monitoring to be preformed, the manner in which data will be validated, analyzed, and reported.)

C. Deliverables:

- 1st deliverable (name only)
- 2nd deliverable (name only)

Only the **names** of each deliverable shall appear in the “Deliverables” section. Use exactly the same name to identify a deliverable (report, data set, project plan, etc.) in the activity and in the list of deliverables. A bullet needs to appear before each deliverable.

Deliverables are products that incorporate the knowledge and understanding gained by performing the activities and that are submitted to the Commission for review, comment and approval. Deliverables include, but are not limited to, written reports that describe methods, test plans, results of testing, analysis of data, conclusions, and recommendations for future study, workshop agendas and summaries, description and photographs of equipment/product developed, summaries of advisory group meetings, computer software with written instructions for data input and use of the software, if intended for public or Commission use, and production prototypes. The sum of the deliverables should be sufficiently detailed to be of use to stakeholders and other researchers. The level of detail should be sufficient for an observer to assess whether the project objectives and goals have been successfully met.

VIII. Examples of Different Types of Technical Deliverables *(These are examples, which you may modify for use in your project. You may create other deliverables as needed, but please adhere to the patterns shown.)*

1. Notification Letters

- Provide a Notification Letter regarding _____, to the Commission Contract Manager. *(Give it a unique name based on the content and the project.)* The letter shall include but not be limited to written documentation that the _____ is ready for *(testing, viewing, submission for certification, etc.)* and the date such *(testing, viewing, submission for certification, etc.)* shall begin, and shall include photographs.

Deliverables:

- Notification Letter regarding _____

2. Test Plans

- Prepare the _____ Test Plan. *(Give it a unique name, such as the Site A Test Plan. Test plans and testing procedures should be described in detail including factors such as instrumentation, data collection, data analysis, statistical analyses, and performance curves. Test results shall include relationships among performance, efficiency, emissions, temperature, pressure and all other parameters that qualify and quantify the subject technology.)* The Test Plan shall include, but not be limited to:
 - a description of the process to be tested;
 - the rationale for why the tests are required;
 - predicted performance based on calculations or other analyses;
 - test objectives and technical approach;
 - a test matrix showing the number of test conditions and replicated runs;
 - a description of the facilities, equipment, instrumentation required to conduct the tests;
 - a description of test procedures, including parameters to be controlled and how they will be controlled; parameters to be measured and instrumentation to measure them; calibration procedures to be used; recommended calibration interval; and maintenance of the test log;
 - a description of the data analysis procedures;
 - a description of quality assurance procedures;
 - contingency measures to be considered if the test objectives are not met;
 - (add additional bullets specific to the project as needed).

Deliverables:

- Draft _____ Test Plan
- Final _____ Test Plan

3. Interim Reports *(This applies to all deliverable reports. Examples include task and subtask reports, test reports, data sets, databases and computer model development or application. Monthly reports and the final report are treated separately as shown in the Scope of Work.)*

- Prepare the _____ Report *(Give it a unique name, such as the ABC Test Report or 123 Database. If an interim report is based on earlier work in this project, then the titles should relate to each other. After the title insert a description of the deliverable.)* This report shall include, but not be limited to, the following: *(List the elements of the report in separate bullets.)*

For example, if the Interim Report is a Test Report, use the following description:

The Test Report shall include, but not be limited to, the following:

- the Test Plan;
- test results;
- analysis;
- conclusions;
- recommendations;
- photographs as appropriate;

- (add additional bullets specific to the project as needed).

For example, if the Interim Report is a Task or Subtask Report, use the following description:

The Task or Subtask Report shall include, but not be limited to, the following:

- the goal of the task or subtask;
- the description of the approach used;
- list of activities performed;
- description of the results and to what degree the goal was achieved;
- significant issues encountered and how they were addressed;
- a discussion of the implications regarding the success or failure of the results, and the effect on the budget and the overall objectives of the project;
- photographs as appropriate;
- (add additional bullets specific to the project as needed).

Deliverables:

- Draft _____ Test (Task, Database, etc.) Report
- Final _____ Test (Task, Database, etc.) Report

4. Use this pattern for reports that will be discussed at a Critical Project Review.

- Prepare the draft _____ (Report, Test Plan, etc.). This document shall be submitted to the Commission Contract Manager in accordance with the procedure for Critical Project Reviews. This document shall include, but not be limited to the following: (Insert the appropriate bulleted items for either Test Plans in number 2 above or Reports in number 3 above.)
- Prepare the (1st, 2nd, etc.) Critical Project Review Report.
- Participate in the (1st, 2nd, etc.) Critical Project Review.
- Modify the draft _____ (Report, Test Plan, etc.) in accordance with comments received during the Critical Project Review. Once agreement has been reached on the draft, the Contractor shall submit the final deliverable to the Commission Contract Manager. The Commission Contract Manager shall provide written approval of the final deliverable within 10 working days of receipt. Key elements from this document shall be included in the Final Report for this project.

Deliverables:

- Draft _____ (Report, Test Plan, etc.)
- (1st, 2nd, etc.) Critical Project Review Report(s)
- Final _____ (Report, Test Plan, etc.)

5. Bills of Materials or Equipment Lists

- Prepare a Bill of Materials (or Equipment List) for _____. (Give it a unique name.) This document shall include but not be limited to:
 - a description of each item;
 - test protocols and codes applicable to each item;
 - cost estimates or bids for each item.

Deliverables:

- Bill of Materials (or Equipment List) for _____

6. Site Selection (optionally, this language can be incorporated into a Test Plan)

- Determine Site Selection Details for the field test site, including but not limited to the following, and obtain Commission Contract Manager approval:
 - Type of site, i.e.,
 - Residential
 - Specify type of dwelling: single family, multiple family including number of units, apartment, townhouse, etc.
 - Specify age of dwelling: new home construction, model home, existing home (indicate approximate age)
 - Commercial (specify warehouse, retail, office, etc.)
 - Number of sites
 - Location, i.e., climate zone, area, or city
 - Timing of testing (i.e., season or month), length and frequency of testing
 - Agreement with site owner, to addresses issues such as:
 - Details of test, including dates, length of test
 - Site owner input and feedback on test conditions
 - Access to site
 - Insurance and indemnity
 - Contingency if damages are caused by test
 - Equipment installation and removal
- Once the site is selected, Contractor shall enter into an agreement with the site owner and make a copy of the agreement available to the Commission Contract Manager upon request.

IX. Examples of Technical Tasks**Task 2 Develop EGR and Control System On Engine**

The goal of this task is to evaluate rich burn EGR engine performance with the pre-production hardware and control system for implementation of EGR on a VGF H24 engine.

The Contractor shall:

- Prepare the draft Rich Burn EGR Engine Test Plan. This Test Plan shall detail the performance evaluation of the rich burn EGR engine. The Test Plan shall include, but not be limited to, the following:
 - a description of the engine system;
 - rationale for conducting the tests;
 - predicted performance based on calculations or other analyses;
 - test objectives and technical approach;
 - a test matrix showing the number of test conditions and replicated runs;
 - a description of the facilities, equipment, instrumentation required to conduct the tests;
 - a description of test procedures, including parameters to be controlled and how they will be controlled; parameters to be measured and instrumentation to measure them;

calibration procedures to be used; recommended calibration interval; and maintenance of the test log;

- a description of the data analysis procedures;
 - a description of quality assurance procedures;
 - contingency measures to be considered if the test objectives are not met.
- Conduct testing as outlined in the Rich Burn EGR Engine Test Plan. This testing shall map engine performance with respect to EGR and equivalence ratio effects on efficiency and emission.
 - Prepare the draft Rich Burn EGR Performance Report. This document shall include, but not be limited to, the following:
 - the goal of the task or subtask;
 - the description of the approach used;
 - list of activities performed;
 - description of the results and to what degree the goal was achieved;
 - significant issues encountered and how they were addressed;
 - a discussion of the implications regarding the success or failure of the results, and the effect on the budget and the overall objectives of the project;
 - photographs as appropriate.

Deliverables:

- Draft Rich Burn EGR Engine Test Plan
- Final Rich Burn EGR Engine Test Plan
- Draft Rich Burn EGR Performance Report
- Final Rich Burn EGR Performance Report

Task 3 4000-Hour Field Test (Note the use of the Critical Project Review)

The goal of this task is to demonstrate the performance of a rich burn EGR engine in a field environment. The field site will be located in California, and a three-way catalyst will be installed on the exhaust to reduce emissions below current California standards.

The Contractor shall:

- Prepare the draft 4000-Hour Field Test Plan. This Test Plan shall detail the field testing of the rich burn EGR engine at a California location. The Test Plan shall include, but not be limited to, the following:
 - a description of the engine system;
 - rationale for conducting the tests;
 - predicted performance based on calculations or other analyses;
 - test objectives and technical approach;
 - a test matrix showing the number of test conditions and replicated runs;
 - a description of the facilities, equipment, instrumentation required to conduct the tests;
 - a description of test procedures, including parameters to be controlled and how they will be controlled; parameters to be measured and instrumentation to measure them; calibration procedures to be used; recommended calibration interval; and maintenance of the test log;
 - a description of the data analysis procedures;
 - a description of quality assurance procedures;

- contingency measures to be considered if the test objectives are not met.
- Determine Site Selection Details for the field test site, including but not limited to the following, and obtain Commission Contract Manager approval:
 - Type of site, i.e.,
 - Residential
 - Specify type of dwelling: single family, multiple family including number of units, apartment, townhouse, etc.
 - Specify age of dwelling: new home construction, model home, existing home (indicate approximate age)
 - Commercial (specify warehouse, retail, office, etc.)
 - Number of sites
 - Location, i.e., climate zone, area, or city
 - Timing of testing (i.e., season or month), length and frequency of testing
 - Agreement with site owner, to address issues such as:
 - Details of test, including dates, length of test
 - Site owner input and feedback on test conditions
 - Access to site
 - Insurance and indemnity
 - Contingency if damages are caused by test
 - Equipment installation and removal

Once the site is selected, Contractor shall enter into an agreement with the site owner and make a copy of the agreement available to the Commission Contract Manager upon request.
- Run engine break-in and power testing per standard engine test procedures at Jane Doe Engine.
- Run engine-generator system load testing per standard test procedures at Jane Doe Power Systems.
- Provide a Notification Letter regarding 4000-Hour Field Test, to the Commission Contract Manager. The letter shall include, but not be limited to, the following:
 - written documentation that the 4000-Hour Field Test is ready for testing;
 - the date testing shall begin;
 - photographs as appropriate.
- Conduct testing as outlined in the 4000-Hour Field Test Plan. This testing will monitor engine performance and emissions over 4000-hours of operations.
- Prepare the draft 4000-Hour Field Test Report. This document shall be submitted to the Commission Contract Manager in accordance with the procedure for Critical Project Reviews. This document shall include, but not be limited to, the following:
 - the Test Plan;
 - test results;
 - analysis;
 - conclusions;
 - recommendations;
 - photographs as appropriate.
- Prepare the 1st Critical Project Review Report.
- Participate in the 1st Critical Project Review.

- Modify the draft 4000-Hour Field Test Report in accordance with the comments received during the Critical Project Review. The final version of this document shall be submitted to the Commission Contract Manager within 10 working days after the Critical Project Review. The Commission Contract Manager shall send written notification of approval to the Contractor within 2 working days after receipt. Key elements from this document shall be included in the Final Report for this project.

Deliverables:

- Draft 4000-Hour Field Test Plan
- Final 4000-Hour Field Test Plan
- Notification Letter regarding 4000-Hour Field Test
- Draft 4000-Hour Field Test Report
- 1st Critical Program Review Report
- Final 4000-Hour Field Test Report

EXHIBIT A SCOPE OF WORK

GLOSSARY

Specific terms and acronyms used throughout this work statement are defined as follows:

Acronym	Definition
CPR	Critical Project Review
PAC	Project Advisory Committee
UCC.1	Uniform Commercial Code (Financing Statement)
	<i>(Insert additional rows as needed.)</i>

TECHNICAL TASK LIST

(Insert the Task numbers and Task names for your Agreement. Put an "X" in the CPR column next to the Tasks that contain a Critical Project Review. Three CPR's are required at the following stages: 1) a ZENH design review 2) a review of fully developed ZENH business model concepts, and 3) a review of the monitoring and evaluation plans. All three of these CPR's should be staged prior to substantial commitment of funds for ZENH construction, monitoring, or evaluation.)

Task #	CPR	Task Name
1	N/A	Administration
2	X***	ZENH Design
3	X	Innovative ZENH Business Models
4		ZENH Demonstration
5	X	ZENH Monitoring and Evaluation
6		ZENH Market Sustainability
Etc.		

KEY NAME LIST

(Insert the Task numbers and the Key names for each Task in your Project. Add additional lines as needed.)

Task #	Key Personnel	Major Subcontractor(s)	Key Partner(s)
1	<Name>	<Name>	<Name>
2	<Name>	<Name>	<Name>
3	<Name>	<Name>	<Name>
4	<Name>	<Name>	<Name>
N-1	<Name>	<Name>	<Name>
N	<Name>	<Name>	<Name>

Problem Statement

<please see instructions>

Relationship to PIER Goals

This Agreement meets the PIER Goal of * *<please see instructions>*

Goals of the Agreement

The goal of this Agreement is to ... *<please see instructions>*

Objectives of the Agreement

The objectives of this Agreement are to... *<please see instructions>*

TASK 1.0 ADMINISTRATION**MEETINGS****Task 1.1 Attend Kick-off Meeting**

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement.

The Contractor shall:

- Attend a “kick-off” meeting with the Commission Contract Manager, the Contracts Officer, and a representative of the Accounting Office. The Contractor shall bring their Project Manager, Contracts Officer, Accounting Officer, and others designated by the Commission Contract Manager to this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting. Prior to the kick-off meeting, the Commission Contract Manager will provide an agenda to all potential meeting participants.

The administrative portion of the meeting shall include, but not be limited to, the following:

- Terms and conditions of the Agreement
- CPRs (Task 1.2)
- Match fund documentation (Task 1.7)
- Permit documentation (Task 1.8)

The technical portion of the meeting shall include, but not be limited to, the following:

- The Commission Contract Manager's expectations for accomplishing tasks described in the Scope of Work;
- An updated Schedule of Deliverables
- An updated Gantt Chart
- Progress Reports (Task 1.4)
- Technical Deliverables (Task 1.5)
- Final Report (Task 1.6)
- Establish the PAC (Task 1.10)
- PAC Meetings (Task 1.11)

The Commission Contract Manager shall designate the date and location of this meeting.

Contractor Deliverables:

- An Updated Schedule of Deliverables
- An Updated Gantt Chart
- An Updated List of Match Funds
- An Updated List of Permits
- Schedule for Recruiting PAC Members

Commission Contract Manager Deliverables:

- Final Report Instructions

Task 1.2 CPR Meetings

The goal of this task is to determine if the project should continue to receive Commission funding to complete this Agreement and if it should, are there any modifications that need to be made to the tasks, deliverables, schedule or budget.

CPRs provide the opportunity for frank discussions between the Commission and the Contractor.

CPRs generally take place at key, predetermined points in the Agreement, as determined by the Commission Contract Manager and as shown in the Technical Task List above and in the Schedule of Deliverables. However, the Commission Contract Manager may schedule additional CPRs as necessary, and any additional costs will be borne by the Contractor.

Participants include the Commission Contract Manager and the Contractor, and may include the Commission Contracts Officer, the PIER Program Team Lead, other Commission staff and Management as well as other individuals selected by the Commission Contract Manager to provide support to the Commission.

The Commission Contract Manager shall:

- Determine the location, date and time of each CPR meeting with the Contractor. These meetings generally take place at the Commission, but they may take place at another location.
- Send the Contractor the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. One of the outcomes of this meeting will be a schedule for providing the written determination described below.

- Determine whether to continue the project, and if continuing, whether or not to modify the tasks, schedule, deliverables and budget for the remainder of the Agreement, including not proceeding with one or more tasks. If the Commission Contract Manager concludes that satisfactory progress is not being made, this conclusion will be referred to the Commission's Research, Development and Demonstration Policy Committee for its concurrence.
- Provide the Contractor with a written determination in accordance with the schedule. The written response may include a requirement for the Contractor to revise one or more deliverable(s) that were included in the CPR.

The Contractor shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other deliverables identified in this Scope of Work. Submit these documents to the Commission Contract Manager and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

Contractor Deliverables:

- CPR Report(s)
- CPR deliverables identified in the Scope of Work

Commission Contract Manager Deliverables:

- Agenda and a List of Expected Participants
- Schedule for Written Determination
- Written Determination

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Contractor shall:

- Meet with the Commission to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.
- This meeting will be attended by, at a minimum, the Contractor, the Commission Contracts Officer, and the Commission Contract Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Contract Manager.
- The technical portion of the meeting shall present findings, conclusions, and recommended next steps (if any) for the Agreement. The Commission Contract Manager will determine the appropriate meeting participants.
- The administrative portion of the meeting shall be a discussion with the Commission Contract Manager and the Contracts Officer about the following Agreement closeout items:
 - What to do with any state-owned equipment (Options)
 - Need to file UCC.1 form re: Commission's interest in patented technology

- Commission's request for specific "generated" data (not already provided in Agreement deliverables)
 - Need to document Contractor's disclosure of "subject inventions" developed under the Agreement
 - "Surviving" Agreement provisions, such as repayment provisions and confidential deliverables
 - Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.
- **Deliverables:**
 - Written documentation of meeting agreements and all pertinent information
 - Schedule for completing closeout activities

REPORTING

See Exhibit D, Reports/Deliverables/Records.

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the research objectives of this Agreement.

The Contractor shall:

- Prepare progress reports which summarize all Agreement activities conducted by the Contractor for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Contract Manager within 5 working days after the end of the reporting period. Attachment A-2, Progress Report Format, provides the recommended specifications.

Deliverables:

- Monthly Progress Reports

Task 1.5 Test Plans, Technical Reports and Interim Deliverables

The goal of this task is to set forth the general requirements for submitting test plans, technical reports and other interim deliverables, unless described differently in the Technical Tasks.

The Contractor shall:

- Submit a draft of each deliverable listed in the Technical Tasks to the Commission Contract Manager for review and comment in accordance with the approved Schedule of Deliverables. The Commission Contract Manager will provide written comments back to the Contractor on the draft deliverable within 5 working days of receipt. Once agreement has been reached on the draft, the Contractor shall submit the final deliverable to the Commission Contract Manager. The Commission Contract Manager shall provide written approval of the final deliverable within 2 working days of receipt. Key elements from this deliverable shall be included in the Final Report for this project.

Task 1.6 Final Report

The goal of this task is to prepare a comprehensive written Final Report that describes the original purpose, approach, results and conclusions of the work done under this Agreement. The Commission Contract Manager will review and approve the Final Report. The Final Report must be completed on or before the termination date of the Agreement. Attachment A-3, Final Report Contents and Format, provides the recommended specifications.

The Final Report shall be a public document. If the Contractor has obtained confidential status from the Commission and will be preparing a confidential version of the Final Report as well, the Contractor shall perform the following subtasks for both the public and confidential versions of the Final Report.

Task 1.6.1 Final Report Outline

The Contractor shall:

- Prepare a draft outline of the Final Report.
- Submit the draft outline of Final Report to the Commission Contract Manager for review and approval. The Commission Contract Manager will provide written comments back to the Contractor on the draft outline within 5 working days of receipt. Once agreement has been reached on the draft, the Contractor shall submit the final outline to the Commission Contract Manager. The Commission Contract Manager shall provide written approval of the final outline within 2 working days of receipt.

Deliverables:

- Draft Outline of the Final Report
- Final Outline of the Final Report

Task 1.6.2 Final Report

The Contractor shall:

- Prepare the draft Final Report for this Agreement in accordance with the approved outline.
- Submit the draft Final Report to the Commission Contract Manager for review and comment. The Commission Contract Manager will provide written comments within 10 working days of receipt.

Once agreement on the draft Final Report has been reached, the Commission Contract Manager shall forward the electronic version of this report to the PIER Technology Transfer Group for final editing. Once final editing is completed, the Commission Contract Manager shall provide written approval to the Contractor within 2 working days.

- Submit one bound copy of the Final Report with the final invoice.

Deliverables:

- Draft Final Report
- Final Report

MATCH FUNDS, PERMITS, AND ELECTRONIC FILE FORMAT

Task 1.7 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. While the PIER budget for this task will be zero dollars, the Contractor may utilize match funds for this task. Match funds shall be spent concurrently or in advance of PIER funds during the term of this Agreement. Match funds must be identified in writing, and the associated commitments obtained before the Contractor can incur any costs for which the Contractor will request reimbursement.

The Contractor shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Commission Contract Manager at least 2 working days prior to the kick-off meeting:
 1. If no match funds were part of the proposal that led to the Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter.
 2. If match funds were a part of the proposal that led to the Commission awarding this Agreement, then provide in the letter:
 - A list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - If the in-kind contribution is equipment or other tangible or real property, the Contractor shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
 - A copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured.
- Discuss match funds and the implications to the Agreement if they are significantly reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Contract Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Contract Manager within 5 working days if during the course of the Agreement existing match funds are reduced. Reduction in match funds may trigger an additional CPR.

Deliverables:

- A letter regarding Match Funds or stating that no Match Funds are provided
- Letter(s) for New Match Funds
- A copy of each Match Fund commitment letter
- Letter that Match Funds were Reduced (if applicable)

Task 1.8 Identify and Obtain Required Permits and CEQA Review

The goal of this task is to obtain all permits (and cooperate with the lead agency's CEQA review, if applicable) required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. While the PIER budget for this task will be zero dollars, the Contractor shall show match funds for this task. Permits must be identified in writing and obtained before the Contractor can incur any costs related to the use of the permits for which the Contractor will request reimbursement.

The Contractor shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Contract Manager at least 2 working days prior to the kick-off meeting:
- 1. If there are no permits required at the start of this Agreement, then state such in the letter.
- 2. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - Schedule the Contractor will follow in applying for and obtaining these permits.
 - The list of permits and the schedule for obtaining them will be discussed at the kick-off meeting, and a timetable for submitting the updated list, schedule and the copies of the permits will be developed. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the progress reports and will be a topic at CPR meetings.
 - If during the course of the Agreement additional permits become necessary, then provide the appropriate information on each permit and an updated schedule to the Commission Contract Manager.
 - As permits are obtained (including air quality), send a copy of each approved permit to the Commission Contract Manager.
 - Submit copies of any documents prepared pursuant to CEQA to the Commission Contract Manager.
 - If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Contract Manager within 5 working days. Either of these events may trigger an additional CPR.

Deliverables:

- A letter documenting the Permits or stating that no Permits are required
- Updated list of Permits as they change during the Term of the Agreement
- Updated schedule for acquiring Permits as it changes during the Term of the Agreement
- A copy of each approved Permit (including air quality) and any documents prepared pursuant to CEQA

Task 1.9 Electronic File Format

The goal of this task is to unify the formats of electronic data and documents provided to the Commission as contract deliverables. Another goal is to establish the computer platforms, operating systems and software that will be required to review and approve all software deliverables.

The Contractor shall:

- Deliver documents to the Commission Contract Manager in the following formats:
 - Data sets shall be in Microsoft (MS) Access or MS Excel file format.
 - PC-based text documents shall be in MS Word file format.
 - Documents intended for public distribution shall be in PDF file format, with the native file format provided as well.
 - Project management documents shall be in MS Project file format.
- Request exemptions to the electronic file format in writing at least 90 days before the deliverable is submitted.

Deliverables:

- A letter requesting exemption from the Electronic File Format (if applicable)

PAC**Task 1.10 Establish the PAC**

The goal of this task is to create an advisory committee for this Agreement.

The PAC should be composed of diverse professionals. The number can vary depending on potential interest and time availability. The Contractor's Project Manager and the Commission Contract Manager shall act as co-chairs of the PAC. The exact composition of the PAC may change as the need warrants. PAC members serve at the discretion of the Commission Contract Manager.

The PAC may be composed of qualified professionals spanning the following types of disciplines:

- Researchers knowledgeable about the project subject matter
- Members of the trades who will apply the results of the project (e.g., designers, engineers, architects, contractors, and trade representatives)
- Public Interest Market Transformation Implementers
- Product Developers relevant to project subject matter
- U.S. Department of Energy Research Manager
- Public Interest Environmental Groups
- Utility Representatives
- Members of the relevant technical society committees

The purpose of the PAC is to:

- Provide guidance in research direction. The guidance may include scope of research; research methodologies; timing; coordination with other research. The guidance may be based on:
 - technical area expertise
 - knowledge of market applications
 - linkages between the agreement work and other past, present or future research (both public and private sectors) they are aware of in a particular area
- Review deliverables. Provide specific suggestions and recommendations for needed adjustments, refinements, or enhancement of the deliverables.
- Evaluate tangible benefits to California of this research and provide recommendations, as needed, to enhance tangible benefits.
- Provide recommendations regarding information dissemination, market pathways or commercialization strategies relevant to the research products.

The Contractor shall:

- Prepare a draft list of potential PAC members that includes name, company, physical and electronic address, and phone number and submit it to the Commission Contract Manager at least 2 working days prior to the kick-off meeting. This list will be discussed at the kick-off meeting and a schedule for recruiting members and holding the first PAC meeting will be developed.
- Recruit PAC members and ensure that each individual understands the member obligations described above, as well as the meeting schedule outlined in Task 1.11.
- Prepare the final list of PAC members.
- Submit letters of acceptance or other comparable documentation of commitment for each PAC member.

Deliverables:

- Draft List of PAC Members
- Final List of PAC Members
- Letters of acceptance, or other comparable documentation of commitment for each PAC Member

Task 1.11 Conduct PAC Meetings

The goal of this task is for the PAC to provide strategic guidance to this project by participating in regular meetings or teleconferences.

The Contractor shall:

- Discuss the PAC meeting schedule at the kick-off meeting. The number of face-to-face meetings and teleconferences and the location of PAC meetings shall be determined in consultation with the Commission Contract Manager. This draft schedule shall be presented to the PAC members during recruiting and finalized at the first PAC meeting.
- Organize and lead PAC meetings in accordance with the schedule. Changes to the schedule must be pre-approved in writing by the Commission Contract Manager.
- Prepare PAC meeting agenda(s) with back-up materials for agenda items.
- Prepare PAC meeting summaries, including recommended resolution of major PAC issues.

Deliverables:

- Draft PAC Meeting Schedule
- Final PAC Meeting Schedule
- PAC Meeting Agenda(s) with Back-up Materials for Agenda Items
- Written PAC meeting summaries, including recommended resolution of major PAC issues

TECHNICAL TASKS

Unless otherwise provided in the individual Task, the Contractor shall prepare all deliverables in accordance with the requirements in Task 1.5.

Task 2 ZENH Design

The goal of this task is to . . . *(Complete the sentence with a brief description of the goal(s). Please be brief, two to three sentences maximum. <please see instructions>)*

The Contractor shall:

- *(Insert verb in active tense) . . . (Complete the sentence.)*
- *(Insert verb in active tense) . . . (Complete the sentence.)*

Etc. *<please see instructions>*

Deliverables:

- 1st deliverable (name only)
- 2nd deliverable (name only)

Etc. *<please see instructions>*

Task 3 Innovative ZENH Business Models

The goal of this task is to . . . *(Complete the sentence with a brief description of the goal(s). Please be brief, two to three sentences maximum. <please see instructions>)*

The Contractor shall:

- *(Insert verb in active tense) . . . (Complete the sentence.)*
- *(Insert verb in active tense) . . . (Complete the sentence.)*

Etc. *<please see instructions>*

Deliverables:

- 1st deliverable (name only)
- 2nd deliverable (name only)

Etc. *<please see instructions>*

Task 4 ZENH Demonstration

The goal of this task is to . . . *(Complete the sentence with a brief description of the goal(s). Please be brief, two to three sentences maximum. <please see instructions>)*

The Contractor shall:

- *(Insert verb in active tense) . . . (Complete the sentence.)*
- *(Insert verb in active tense) . . . (Complete the sentence.)*

Etc. *<please see instructions>*

Deliverables:

- 1st deliverable (name only)
- 2nd deliverable (name only)

Etc. *<please see instructions>*

Task 5 ZENH Monitoring and Evaluation

The goal of this task is to . . . *(Complete the sentence with a brief description of the goal(s). Please be brief, two to three sentences maximum. <please see instructions>)*

The Contractor shall:

- *(Insert verb in active tense) . . . (Complete the sentence.)*
- *(Insert verb in active tense) . . . (Complete the sentence.)*

Etc. *<please see instructions>*

Deliverables:

- 1st deliverable (name only)
- 2nd deliverable (name only)

Etc. *<please see instructions>*

Task 6 ZENH Market Sustainability

The goal of this task is to . . . *(Complete the sentence with a brief description of the goal(s). Please be brief, two to three sentences maximum. <please see instructions>)*

The Contractor shall:

- *(Insert verb in active tense) . . . (Complete the sentence.)*
- *(Insert verb in active tense) . . . (Complete the sentence.)*

Etc. *<please see instructions>*

Deliverables:

- 1st deliverable (name only)
- 2nd deliverable (name only)

Etc. *<please see instructions>*

(add the appropriate number of tasks for your Agreement)

EXHIBIT A SCOPE OF WORK

GLOSSARY

Specific terms and acronyms used throughout this work statement are defined as follows:

Acronym	Definition
CPR	Critical Project Review
PAC	Project Advisory Committee
UCC.1	Uniform Commercial Code (Financing Statement)
	<i>(Insert additional rows as needed.)</i>

TECHNICAL TASK LIST

(Insert the Task numbers and Task names for your Agreement. Put an "X" in the CPR column next to the Tasks that contain a Critical Project Review. Three CPR's are required at the following stages: 1) a ZENH design review 2) a review of fully developed ZENH business model concepts, and 3) a review of the monitoring and evaluation plans. All three of these CPR's should be staged prior to substantial commitment of funds for ZENH construction, monitoring, or evaluation.)

Task #	CPR	Task Name
1	N/A	Administration
2	X***	ZENH Design
3	X	Innovative ZENH Business Models
4		ZENH Demonstration
5	X	ZENH Monitoring and Evaluation
6		ZENH Market Sustainability
Etc.		

KEY NAME LIST

(Insert the Task numbers and the Key names for each Task in your Project. Add additional lines as needed.)

Task #	Key Personnel	Major Subcontractor(s)	Key Partner(s)
1	<Name>	<Name>	<Name>
2	<Name>	<Name>	<Name>
3	<Name>	<Name>	<Name>
4	<Name>	<Name>	<Name>
N-1	<Name>	<Name>	<Name>
N	<Name>	<Name>	<Name>

Problem Statement

<please see instructions>

Relationship to PIER Goals

This Agreement meets the PIER Goal of * *<please see instructions>*

Goals of the Agreement

The goal of this Agreement is to ... *<please see instructions>*

Objectives of the Agreement

The objectives of this Agreement are to... *<please see instructions>*

TASK 1.0 ADMINISTRATION**MEETINGS****Task 1.1 Attend Kick-off Meeting**

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement.

The Contractor shall:

- Attend a “kick-off” meeting with the Commission Contract Manager, the Contracts Officer, and a representative of the Accounting Office. The Contractor shall bring their Project Manager, Contracts Officer, Accounting Officer, and others designated by the Commission Contract Manager to this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting. Prior to the kick-off meeting, the Commission Contract Manager will provide an agenda to all potential meeting participants.

The administrative portion of the meeting shall include, but not be limited to, the following:

- Terms and conditions of the Agreement
- CPRs (Task 1.2)
- Match fund documentation (Task 1.7)
- Permit documentation (Task 1.8)

The technical portion of the meeting shall include, but not be limited to, the following:

- The Commission Contract Manager's expectations for accomplishing tasks described in the Scope of Work;
- An updated Schedule of Deliverables
- An updated Gantt Chart
- Progress Reports (Task 1.4)
- Technical Deliverables (Task 1.5)
- Final Report (Task 1.6)
- Establish the PAC (Task 1.10)
- PAC Meetings (Task 1.11)

The Commission Contract Manager shall designate the date and location of this meeting.

Contractor Deliverables:

- An Updated Schedule of Deliverables
- An Updated Gantt Chart
- An Updated List of Match Funds
- An Updated List of Permits
- Schedule for Recruiting PAC Members

Commission Contract Manager Deliverables:

- Final Report Instructions

Task 1.2 CPR Meetings

The goal of this task is to determine if the project should continue to receive Commission funding to complete this Agreement and if it should, are there any modifications that need to be made to the tasks, deliverables, schedule or budget.

CPRs provide the opportunity for frank discussions between the Commission and the Contractor.

CPRs generally take place at key, predetermined points in the Agreement, as determined by the Commission Contract Manager and as shown in the Technical Task List above and in the Schedule of Deliverables. However, the Commission Contract Manager may schedule additional CPRs as necessary, and any additional costs will be borne by the Contractor.

Participants include the Commission Contract Manager and the Contractor, and may include the Commission Contracts Officer, the PIER Program Team Lead, other Commission staff and Management as well as other individuals selected by the Commission Contract Manager to provide support to the Commission.

The Commission Contract Manager shall:

- Determine the location, date and time of each CPR meeting with the Contractor. These meetings generally take place at the Commission, but they may take place at another location.
- Send the Contractor the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. One of the outcomes of this meeting will be a schedule for providing the written determination described below.

- Determine whether to continue the project, and if continuing, whether or not to modify the tasks, schedule, deliverables and budget for the remainder of the Agreement, including not proceeding with one or more tasks. If the Commission Contract Manager concludes that satisfactory progress is not being made, this conclusion will be referred to the Commission's Research, Development and Demonstration Policy Committee for its concurrence.
- Provide the Contractor with a written determination in accordance with the schedule. The written response may include a requirement for the Contractor to revise one or more deliverable(s) that were included in the CPR.

The Contractor shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other deliverables identified in this Scope of Work. Submit these documents to the Commission Contract Manager and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

Contractor Deliverables:

- CPR Report(s)
- CPR deliverables identified in the Scope of Work

Commission Contract Manager Deliverables:

- Agenda and a List of Expected Participants
- Schedule for Written Determination
- Written Determination

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Contractor shall:

- Meet with the Commission to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.
- This meeting will be attended by, at a minimum, the Contractor, the Commission Contracts Officer, and the Commission Contract Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Contract Manager.
- The technical portion of the meeting shall present findings, conclusions, and recommended next steps (if any) for the Agreement. The Commission Contract Manager will determine the appropriate meeting participants.
- The administrative portion of the meeting shall be a discussion with the Commission Contract Manager and the Contracts Officer about the following Agreement closeout items:
 - What to do with any state-owned equipment (Options)

- Need to file UCC.1 form re: Commission's interest in patented technology
 - Commission's request for specific "generated" data (not already provided in Agreement deliverables)
 - Need to document Contractor's disclosure of "subject inventions" developed under the Agreement
 - "Surviving" Agreement provisions, such as repayment provisions and confidential deliverables
 - Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.
- **Deliverables:**
 - Written documentation of meeting agreements and all pertinent information
 - Schedule for completing closeout activities

REPORTING

See Exhibit D, Reports/Deliverables/Records.

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the research objectives of this Agreement.

The Contractor shall:

- Prepare progress reports which summarize all Agreement activities conducted by the Contractor for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Contract Manager within 5 working days after the end of the reporting period. Attachment A-2, Progress Report Format, provides the recommended specifications.

Deliverables:

- Monthly Progress Reports

Task 1.5 Test Plans, Technical Reports and Interim Deliverables

The goal of this task is to set forth the general requirements for submitting test plans, technical reports and other interim deliverables, unless described differently in the Technical Tasks.

The Contractor shall:

- Submit a draft of each deliverable listed in the Technical Tasks to the Commission Contract Manager for review and comment in accordance with the approved Schedule of Deliverables. The Commission Contract Manager will provide written comments back to the Contractor on the draft deliverable within 5 working days of receipt. Once agreement has been reached on the draft, the Contractor shall submit the final deliverable to the Commission Contract Manager. The Commission Contract Manager shall provide written approval of the final deliverable within 2 working days of receipt. Key elements from this deliverable shall be included in the Final Report for this project.

Task 1.6 Final Report

The goal of this task is to prepare a comprehensive written Final Report that describes the original purpose, approach, results and conclusions of the work done under this Agreement. The Commission Contract Manager will review and approve the Final Report. The Final Report must be completed on or before the termination date

of the Agreement. Attachment A-3, Final Report Contents and Format, provides the recommended specifications.

The Final Report shall be a public document. If the Contractor has obtained confidential status from the Commission and will be preparing a confidential version of the Final Report as well, the Contractor shall perform the following subtasks for both the public and confidential versions of the Final Report.

Task 1.6.1 Final Report Outline

The Contractor shall:

- Prepare a draft outline of the Final Report.
- Submit the draft outline of Final Report to the Commission Contract Manager for review and approval. The Commission Contract Manager will provide written comments back to the Contractor on the draft outline within 5 working days of receipt. Once agreement has been reached on the draft, the Contractor shall submit the final outline to the Commission Contract Manager. The Commission Contract Manager shall provide written approval of the final outline within 2 working days of receipt.

Deliverables:

- Draft Outline of the Final Report
- Final Outline of the Final Report

Task 1.6.2 Final Report

The Contractor shall:

- Prepare the draft Final Report for this Agreement in accordance with the approved outline.
- Submit the draft Final Report to the Commission Contract Manager for review and comment. The Commission Contract Manager will provide written comments within 10 working days of receipt.

Once agreement on the draft Final Report has been reached, the Commission Contract Manager shall forward the electronic version of this report to the PIER Technology Transfer Group for final editing. Once final editing is completed, the Commission Contract Manager shall provide written approval to the Contractor within 2 working days.

- Submit one bound copy of the Final Report with the final invoice.

Deliverables:

- Draft Final Report
- Final Report

MATCH FUNDS, PERMITS, AND ELECTRONIC FILE FORMAT

Task 1.7 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. While the PIER budget for this task will be zero dollars, the Contractor may utilize match funds for this task. Match funds shall be spent concurrently or in advance of PIER funds during the term of this Agreement. Match funds

must be identified in writing, and the associated commitments obtained before the Contractor can incur any costs for which the Contractor will request reimbursement.

The Contractor shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Commission Contract Manager at least 2 working days prior to the kick-off meeting:
 1. If no match funds were part of the proposal that led to the Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter.
 2. If match funds were a part of the proposal that led to the Commission awarding this Agreement, then provide in the letter:
 - A list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - If the in-kind contribution is equipment or other tangible or real property, the Contractor shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
 - A copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured.
- Discuss match funds and the implications to the Agreement if they are significantly reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Contract Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Contract Manager within 5 working days if during the course of the Agreement existing match funds are reduced. Reduction in match funds may trigger an additional CPR.

Deliverables:

- A letter regarding Match Funds or stating that no Match Funds are provided
- Letter(s) for New Match Funds
- A copy of each Match Fund commitment letter
- Letter that Match Funds were Reduced (if applicable)

Task 1.8 Identify and Obtain Required Permits and CEQA Review

The goal of this task is to obtain all permits (and cooperate with the lead agency's CEQA review, if applicable) required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. While the PIER budget for this task will be zero dollars, the Contractor shall show match funds for this task.

Permits must be identified in writing and obtained before the Contractor can incur any costs related to the use of the permits for which the Contractor will request reimbursement.

The Contractor shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Contract Manager at least 2 working days prior to the kick-off meeting:
- 1. If there are no permits required at the start of this Agreement, then state such in the letter.
- 2. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - Schedule the Contractor will follow in applying for and obtaining these permits.
- The list of permits and the schedule for obtaining them will be discussed at the kick-off meeting, and a timetable for submitting the updated list, schedule and the copies of the permits will be developed. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the progress reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, then provide the appropriate information on each permit and an updated schedule to the Commission Contract Manager.
- As permits are obtained (including air quality), send a copy of each approved permit to the Commission Contract Manager.
- Submit copies of any documents prepared pursuant to CEQA to the Commission Contract Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Contract Manager within 5 working days. Either of these events may trigger an additional CPR.

Deliverables:

- A letter documenting the Permits or stating that no Permits are required
- Updated list of Permits as they change during the Term of the Agreement
- Updated schedule for acquiring Permits as it changes during the Term of the Agreement
- A copy of each approved Permit (including air quality) and any documents prepared pursuant to CEQA

Task 1.9 Electronic File Format

The goal of this task is to unify the formats of electronic data and documents provided to the Commission as contract deliverables. Another goal is to establish the computer platforms, operating systems and software that will be required to review and approve all software deliverables.

The Contractor shall:

- Deliver documents to the Commission Contract Manager in the following formats:
- Data sets shall be in Microsoft (MS) Access or MS Excel file format.
- PC-based text documents shall be in MS Word file format.
- Documents intended for public distribution shall be in PDF file format, with the native file format provided as well.

- Project management documents shall be in MS Project file format.
- Request exemptions to the electronic file format in writing at least 90 days before the deliverable is submitted.

Deliverables:

- A letter requesting exemption from the Electronic File Format (if applicable)

PAC**Task 1.10 Establish the PAC**

The goal of this task is to create an advisory committee for this Agreement.

The PAC should be composed of diverse professionals. The number can vary depending on potential interest and time availability. The Contractor's Project Manager and the Commission Contract Manager shall act as co-chairs of the PAC. The exact composition of the PAC may change as the need warrants. PAC members serve at the discretion of the Commission Contract Manager.

The PAC may be composed of qualified professionals spanning the following types of disciplines:

- Researchers knowledgeable about the project subject matter
- Members of the trades who will apply the results of the project (e.g., designers, engineers, architects, contractors, and trade representatives)
- Public Interest Market Transformation Implementers
- Product Developers relevant to project subject matter
- U.S. Department of Energy Research Manager
- Public Interest Environmental Groups
- Utility Representatives
- Members of the relevant technical society committees

The purpose of the PAC is to:

- Provide guidance in research direction. The guidance may include scope of research; research methodologies; timing; coordination with other research. The guidance may be based on:
 - technical area expertise
 - knowledge of market applications
 - linkages between the agreement work and other past, present or future research (both public and private sectors) they are aware of in a particular area
- Review deliverables. Provide specific suggestions and recommendations for needed adjustments, refinements, or enhancement of the deliverables.
- Evaluate tangible benefits to California of this research and provide recommendations, as needed, to enhance tangible benefits.
- Provide recommendations regarding information dissemination, market pathways or commercialization strategies relevant to the research products.

The Contractor shall:

- Prepare a draft list of potential PAC members that includes name, company, physical and electronic address, and phone number and submit it to the Commission Contract Manager at least 2 working days prior to the kick-off meeting. This list will be discussed at the kick-off meeting and a schedule for recruiting members and holding the first PAC meeting will be developed.
- Recruit PAC members and ensure that each individual understands the member obligations described above, as well as the meeting schedule outlined in Task 1.11.
- Prepare the final list of PAC members.
- Submit letters of acceptance or other comparable documentation of commitment for each PAC member.

Deliverables:

- Draft List of PAC Members
- Final List of PAC Members
- Letters of acceptance, or other comparable documentation of commitment for each PAC Member

Task 1.11 Conduct PAC Meetings

The goal of this task is for the PAC to provide strategic guidance to this project by participating in regular meetings or teleconferences.

The Contractor shall:

- Discuss the PAC meeting schedule at the kick-off meeting. The number of face-to-face meetings and teleconferences and the location of PAC meetings shall be determined in consultation with the Commission Contract Manager. This draft schedule shall be presented to the PAC members during recruiting and finalized at the first PAC meeting.
- Organize and lead PAC meetings in accordance with the schedule. Changes to the schedule must be pre-approved in writing by the Commission Contract Manager.
- Prepare PAC meeting agenda(s) with back-up materials for agenda items.
- Prepare PAC meeting summaries, including recommended resolution of major PAC issues.

Deliverables:

- Draft PAC Meeting Schedule
- Final PAC Meeting Schedule
- PAC Meeting Agenda(s) with Back-up Materials for Agenda Items
- Written PAC meeting summaries, including recommended resolution of major PAC issues

TECHNICAL TASKS

Unless otherwise provided in the individual Task, the Contractor shall prepare all deliverables in accordance with the requirements in Task 1.5.

Task 2 ZENH Design

The goal of this task is to . . . *(Complete the sentence with a brief description of the goal(s). Please be brief, two to three sentences maximum. <please see instructions>)*

The Contractor shall:

- *(Insert verb in active tense) . . . (Complete the sentence.)*
- *(Insert verb in active tense) . . . (Complete the sentence.)*

Etc. *<please see instructions>*

Deliverables:

- 1st deliverable (name only)
- 2nd deliverable (name only)

Etc. *<please see instructions>*

Task 3 Innovative ZENH Business Models

The goal of this task is to . . . *(Complete the sentence with a brief description of the goal(s). Please be brief, two to three sentences maximum. <please see instructions>)*

The Contractor shall:

- *(Insert verb in active tense) . . . (Complete the sentence.)*
- *(Insert verb in active tense) . . . (Complete the sentence.)*

Etc. *<please see instructions>*

Deliverables:

- 1st deliverable (name only)
- 2nd deliverable (name only)

Etc. *<please see instructions>*

Task 4 ZENH Demonstration

The goal of this task is to . . . *(Complete the sentence with a brief description of the goal(s). Please be brief, two to three sentences maximum. <please see instructions>)*

The Contractor shall:

- *(Insert verb in active tense) . . . (Complete the sentence.)*
- *(Insert verb in active tense) . . . (Complete the sentence.)*

Etc. *<please see instructions>*

Deliverables:

- 1st deliverable (name only)
- 2nd deliverable (name only)

Etc. *<please see instructions>*

Task 5 ZENH Monitoring and Evaluation

The goal of this task is to . . . *(Complete the sentence with a brief description of the goal(s). Please be brief, two to three sentences maximum. <please see instructions>)*

The Contractor shall:

- *(Insert verb in active tense) . . . (Complete the sentence.)*
- *(Insert verb in active tense) . . . (Complete the sentence.)*

Etc. *<please see instructions>*

Deliverables:

- 1st deliverable (name only)
- 2nd deliverable (name only)

Etc. *<please see instructions>*

Task 6 ZENH Market Sustainability

The goal of this task is to . . . *(Complete the sentence with a brief description of the goal(s). Please be brief, two to three sentences maximum. <please see instructions>)*

The Contractor shall:

- *(Insert verb in active tense) . . . (Complete the sentence.)*
- *(Insert verb in active tense) . . . (Complete the sentence.)*

Etc. *<please see instructions>*

Deliverables:

- 1st deliverable (name only)
- 2nd deliverable (name only)

Etc. *<please see instructions>*

(add the appropriate number of tasks for your Agreement)

**Instructions for
Exhibit A - Scope of Work, Att 1 - Schedule and Gantt Chart,
and Exhibit B - Budget Forms**

I. General Instructions for Completing the Spreadsheets in this Workbook

This workbook contains spreadsheets for the Schedule of Deliverables and Due Dates, Gantt Chart, budget forms for the prime contractor and major subcontractors, and a List of Contacts. Specific instructions for each of the spreadsheets in this workbook are below.

The electronic version of these documents shows cells of different color. Fill in only the non-colored cells for each of the spreadsheets. Do NOT enter data in the blue cells. Blue cells contain formulas or data transferred from other spreadsheets. Blue cells and many of the yellow cells (headings) are protected to prevent accidental changes. However, there is no password, so if you are experienced with Excel and need to make changes you can do so.

II. Instructions for Ex A Att-1, Schedule of Deliverables and the Gantt Chart

A. Schedule of Deliverables and Due Dates (Tab: Ex Att-1 Schedule)

For each Administrative Task, insert the planned start and completion dates. Please note that it will take approximately two months from the date that you complete and turn in these forms to Sparkey until there is a final, approved agreement. Thus, pick a start date, accordingly. This will prevent having to re-do both the Schedule and Gantt Chart.

For each Technical Task, insert in the appropriate columns, the name of the task, the name of the deliverables associated with each task, and the planned start and completion dates. Delete or add lines as necessary. Because the task names (up to number 20) are linked with the budget forms, once they are typed onto the Schedule, they will carry forward to the budgets. If your project contains more than 20 tasks, you will have to link the additional cells or type them in the budget forms.

The Critical Project Reviews are only shown for example purposes. Delete the examples and place them in the appropriate places for your project.

Do not insert any information in the columns labeled "PIER Funds" and "Match Funds." These cells are linked to the budget forms and will automatically fill in once the budget forms are complete.

B. Gantt Chart (Tab: Ex A Att-1 Gantt)

For each Task, graph the planned start and completion dates as listed on the Schedule of Deliverables and Due Dates. Add and delete lines as necessary, and use gray shading (for ease in black&white copying).

Modify the years to accommodate the time frames for your project. Because the months are divided into 1/4 increments, the Gantt chart can be accurate to the nearest week.

The chart has been pre-set to print as a single, landscape sheet. Please keep it that way.

If you have alternate means of creating a Gantt Chart (such as Microsoft Project), then you may use it. However, please make it print one landscape sheet.

III. Instructions For Exhibit B (Budget Forms)

The Prime Contractor and Major Subcontractors must submit information on all the Exhibit B Budget forms. (A "Major"

For each person or job classification, first list their current hourly rate in the "Current Hourly Rate (\$)" column. In the remaining columns, enter the rates for the entire term of the Agreement, as shown on the Std. 213. Projected rates are acceptable and expected, average rates are not acceptable. Providing hourly rate ranges (e.g. \$50 - \$75) for a given period of time is also acceptable. If awarded an Agreement, the rates in your proposal become part of the signed Agreement and may not be changed. Thus, you cannot bill for more than the rate or the top of the rate range provided for the given period of time.

Your actual rates cannot exceed the rates specified in this exhibit.

THE RATES IDENTIFIED IN YOUR BUDGET BECOME PART OF THE CONTRACT AND MAY NOT BE CHANGED. YOU MAY PROVIDE A SALARY RATE OR RANGE BY NAME OR CLASSIFICATION. THE SALARY RATE IS CAPPED. THE TOP OF EACH RANGE IS CAPPED FOR REIMBURSEMENT BY THE COMMISSION. THE COMMISSION WILL REIMBURSE ONLY ACTUAL COSTS WITHIN THE CAPPED RATE OR RANGE. AVERAGE RATES ARE NOT ACCEPTABLE.

Except as provided for in the contract, Contractor shall use the Federal OMB Circulars A-87, A-21, A-122 or FAR Part 31 in determining allowable and unallowable costs. **This PIER research program will not fund “public works” as defined by Public Contract Code section 1101, or Labor Code section 1720(c)(1)&(3). Therefore, contracts awarded under this solicitation are not subject to the prevailing wage requirements for “public works”.**

A. Budget Summary (Tab: Ex B Summary)

Do **not** enter any data in this spreadsheet. These are the total task budgets, and the amounts will automatically fill in once information is entered on the individual task budgets.

B. PIER Budget (Tabs: Ex B Prime PIER, Ex B Sub#1 PIER, etc. if more than one major subcontractor)

Generally, fill in the PIER reimbursable amounts for each Task.

Rows

For Task 1.1, Kick-off Meeting, and Task 1.3, Final Meeting, budget for the number of technical and administrative personnel who will be attending the meeting with PIER staff in Sacramento.

Tasks 1.5 and 1.9 do not require funding, which is why the budgets for these tasks are listed as zero.

Tasks 1.7 and 1.8 are not reimbursable with PIER funds. Match funds must be used for them.

For Task 1.6, the Final Report, budget for 1 month for your top technical person and/or best technical writer.

Columns

For all columns under Project Operating Expenses each project operating expense should include, if applicable, direct overhead.

For any amounts listed in the "Travel" column, for any amounts over \$5,000 listed in the "Equipment" column, and for totals over \$5,000 in either of the columns "Materials" and "Miscellaneous", both the Prime Contractor and Major Subcontractors must provide details of these expenditures on the corresponding tables in the worksheet with the tab labeled "Ex. B Travel & Equipment."

Do not fill in the column "Major Subcontractors." This information will fill in automatically from their budget forms.

Regarding the column "Profit," the Prime Contractor cannot derive profit on subcontractor invoices, and profit cannot exceed 10% of the PIER funds allocated to the Task. For Subcontractors, profit is not allowed on sub-subcontractor invoices, and profit cannot exceed 10% of the PIER funds allocated to the Task.

Each of the columns making up the "Project Operating Expenses" should include, if applicable, direct overhead.

C. Match Budget (Tabs: Ex B Prime-Match, Ex B Sub#1 Match, etc. if more than one major subcontractor)

Fill in the amounts of match funding in each of the cells except for the rows of Task 1.5 and 1.9 and for the column "Major Subcontractors." Tasks 1.5 and 1.9 do not have any expenses associated with them, and the Major Subcontractor column is calculated from other budget worksheets.

D. Personnel Hourly Rates and Benefits (Tabs: Ex B Prime Rates, Ex B Sub#1 Rates, etc. if more than one major subcontractor)

In the first two columns, list the names and job classifications for everyone from the Prime Contractor (or Major Subcontractor on its form) that will be directly billed to this project. If names are not known, list the job classifications. Individuals added after the Agreement is awarded **must** fall into one of the classifications and rates listed, so include all classifications that could be directly billed to this project.

For each person or job classification, list the unloaded hourly rates in the columns for the entire term of the Agreement, as shown on the Std. 213. Projected rates are acceptable and expected, average rates are not acceptable. Providing hourly rate ranges (e.g. \$50 - \$75) for a given period of time is also acceptable. If awarded an Agreement, the rates in your proposal become part of the signed Agreement and may not be changed. Thus, you cannot bill for more than the rate or the top of the rate range provided for the given period of time.

E. Calculation of Fringe Benefits, Indirect Overhead, General Administrative Expenses, and Profit Rates (Tabs: Ex B Prime Fee Calc, Ex B Sub#1 Fees Calc, etc. if more than one major subcontractor)

Provide fringe, indirect overhead, G&A and profit rates (%). Profit cannot exceed 10% of the PIER funds allocated to the project. Change the column headings, if appropriate, to match your chart of accounts.

Show the formulas you used to calculate billable charges for fringe, indirect overhead, G&A, and Profit. The Prime Contractor may not apply profit to subcontractor invoices, nor may subcontractors apply profit to sub-subcontractor invoices.

List items you include in each category (Fringe Benefits, Indirect Overhead, and G&A).

Note: If your accounting systems and rate structures have been audited by an external agency, please provide a copy of their acceptance/approval of your rates and fees.

Except as provided for in the contract, Contractor shall use the Federal OMB Circulars A-87, A-21, A-122 or FAR Part 31 in determining allowable and unallowable costs.

F. Direct Labor by Task (Tabs: Prime Task Labor, Ex B Sub#1 Task Labor, etc. if more than one major subcontractor)

In the first two columns, list the same names and job classifications as listed on the Personnel Hourly Rates and Benefits form. (See D, above)

Insert the number of hours that each person/position listed will work on the corresponding tasks.

G. Pre-approved Travel, Equipment List, Materials List, and Miscellaneous Expenditures (Tab: Ex B, Travel & Equipment)

If on the PIER budget forms for the Prime Contractor and all Major Subcontractors there are amounts listed under the columns "Travel," "Equipment," "Materials," and "Miscellaneous," then you must provide details of those expenditures on the corresponding tables in this worksheet.

Task numbers must be entered for all items on each table. The task numbers do not carry forward from other worksheets because not all tasks will have money allocated to these areas.

Pre-approved Travel List

For Pre-approved Travel, include at least 3 meetings: the kick-off meeting, critical project review(s) meetings, and the final meeting. Also include any other trips that you can identify. Any trips not identified here will need prior written approval by the Commission Contract Manager. Along with the purpose, include the destination, person or people taking the trip, and the amount for each trip. Please note that travel is reimbursed at state rates.

Pre-approved Equipment List

List equipment that will be purchased partly or in full with PIER funds. Include the name, a description, the purpose and the amount of each piece of equipment. Anything that costs more than \$5,000 and has a useful life of more than 1 year is considered equipment. This definition includes the purchase of components that will be assembled into something that costs more than \$5,000 and has a useful life of more than 1 year. If possible, funds other than those from PIER, including match funds should be used to purchase equipment. **Equipment purchased partly or fully with PIER funds will be listed on a UCC.1 form that will be completed by the Commission Contracts Officer and filed with the Secretary of State's Office prior to the start of the Agreement.**

Materials

Please fill out the information requested if the materials total over \$5,000.

Miscellaneous Expenditures

Please fill out the information requested if the miscellaneous expenditures total over \$5,000.

IV. Instructions for Exhibit F, List of Contacts, (Tab: Exh F - List of Contacts)

Insert the name, address, phone number, fax number, and e-mail address of the Contractor's Project Manager, Contracts Officer, Accounting Invoicing Contact, and Legal Notice in the spaces provided.

Exhibit A
Attachment A-1
Schedule of Deliverables and Due Dates

Insert Name of Company or Organization						
Task Number	Task Name	Deliverable(s)	Planned Start Date	Planned Completion Date	PIER Funds	Match Funds
1.0	Administration					
1.1	Attend Kick-off Meeting	An Updated Schedule of Deliverables			0	0
		An Updated Gantt Chart				
		An Updated List of Match Funds				
		An Updated List of Permits				
		Schedule for Recruiting PAC Members (optional)				
1.2	CPR Meetings	CPR Report(s)			0	0
		CPR deliverables identified in this Scope of Work				
	Commission Contract Manager Deliverables	Agenda and a List of Expected Participants				
		Schedule for Written Determination				
		Written Determination				
1.3	Final Meeting	Written documentation of meeting sgreements and all pertinent information			0	0
		Schedule for completing closeout activities				
1.4	Monthly Progress Reports	Monthly Progress Reports			0	0
1.5	Test Plans, Technical Reports and Interim Deliverables				0	0
1.6	Final Report					
1.6.1	Final Report Outline	Draft Outline of the Final Report			0	0
		Final Outline of the Final Report				
1.6.2	Final Report	Draft Final Report			0	0
		Final Report				
1.7	Identify and Obtain Matching Funds	A letter regarding Match Funds or stating that no Match Funds are provided			0	0
		Letter(s) for New Match Funds				
		A copy of each Match Fund commitment letter				
		Letter that Match Funds were Reduced (if applicable)				
1.8	Identify and Obtain Required Permits	A letter documenting the Permits or stating that no Permits are required			0	0
		Updated list of Permits as they change during the Term of the Agreement				
		Updated schedule for acquiring Permits as it changes during the Term of the Agreement				
		A copy of each approved Permit				

Exhibit A
Attachment A-1
Schedule of Deliverables and Due Dates

1.9	Electronic File Format	A Letter requesting exemption from the Electronic File Format (if applicable)			0	0
1.10	Establish the PAC	Draft List of PAC Members			0	0
		Final List of PAC Members				
		Letters of acceptance, or other comparable documentation of commitment for each PAC Member				
1.11	Conduct PAC Meetings	Draft PAC Meeting Schedule			0	0
		Final PAC Meeting Schedule				
		PAC Meeting Agenda(s) with Back-up Materials for Agenda Items				
		Written PAC meeting summaries, including recommended resolution of major PAC issues				
	Technical Tasks					
Task 2	ZENH Design	Name of Deliverables for Task 2 (one deliverable per line)			0	0
	Critical Project Review					
Task 3	Innovative ZENH Business Models	Name of Deliverables for Task 3 (one deliverable per line)			0	0
	Critical Project Review					
Task 4	ZENH Demonstration	Name of Deliverables for Task 4 (one deliverable per line)			0	0
Task 5	ZENH Monitoring and Evaluation	Name of Deliverables for Task 5 (one deliverable per line)			0	0
	Critical Project Review					
Task 6	ZENH Market Sustainability	Name of Deliverables for Task 6 (one deliverable per line)			0	0
Task 7	Name of Task 7	Etc. . .			0	0
Task 8	Name of Task 8				0	0
Task 9	Name of Task 9				0	0
Task 10	Name of Task 10				0	0
Task 11	Name of Task 11				0	0
Task 12	Name of Task 12				0	0
Task 13	Name of Task 13				0	0
Task 14	Name of Task 14				0	0
Task 15	Name of Task 15				0	0
Task 16	Name of Task 16				0	0
Task 17	Name of Task 17				0	0
Task 18	Name of Task 18				0	0
Task 19	Name of Task 19				0	0
Task 20	Name of Task 20				0	0
				Total	\$ -	\$ -

Exhibit A
Attachment A-1
Gantt Chart

	2002				2003												2004												2005												2006											
Task	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec												
1.1					<div>Example Only</div> <div>Delete</div>																																															
1.2																																																				
1.3																																																				
1.4																																																				
1.6																																																				
1.7																																																				
1.8																																																				
1.10																																																				
1.11																																																				
2																																																				
3																																																				
4																																																				
5																																																				
6																																																				
7																																																				
8																																																				
9																																																				
10																																																				
11																																																				
12																																																				
13																																																				
14																																																				
15																																																				
16																																																				
17																																																				
18																																																				
19																																																				
20																																																				

Exhibit B
Budget Summary

Summary Project Budget		PIER Reimbursable Task Costs	Task Match Funds	Total Task Costs
Insert Name of Company or Organization				
Task 1	Administration	0	0	0
Project Technical Activities				
Task 2	ZENH Design	0	0	0
Task 3	Innovative ZENH Business Models	0	0	0
Task 4	ZENH Demonstration	0	0	0
Task 5	ZENH Monitoring and Evaluation	0	0	0
Task 6	ZENH Market Sustainability	0	0	0
Task 7	Name of Task 7	0	0	0
Task 8	Name of Task 8	0	0	0
Task 9	Name of Task 9	0	0	0
Task 10	Name of Task 10	0	0	0
Task 11	Name of Task 11	0	0	0
Task 12	Name of Task 12	0	0	0
Task 13	Name of Task 13	0	0	0
Task 14	Name of Task 14	0	0	0
Task 15	Name of Task 15	0	0	0
Task 16	Name of Task 16	0	0	0
Task 17	Name of Task 17	0	0	0
Task 18	Name of Task 18	0	0	0
Task 19	Name of Task 19	0	0	0
Task 20	Name of Task 20	0	0	0
Technical Activities Subtotals		0	0	0
Project Totals		Total PIER Cost	Total Match Funds	Total Project Cost
		0	0	0

Exhibit B, Table 1
Prime Contractor PIER Budget

Budget for PIER Reimbursement to Prime Contractor		Personal Services		Project Operating Expenses (1)						Fees			PIER Reimbursable Task Costs
Insert Name of Company or Organization		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcontractors	Major Subcontractors (2)	Indirect Overhead	G&A	Profit (3)	
1.0	Project Administration Activities												
1.1	Attend Kick-off Meeting								0				0
1.2	CPR Meetings								0				0
1.3	Final Meeting								0				0
1.4	Monthly Progress Reports								0				0
1.5	Test Plans, Technical Reports and Interim Deliverables	0	0	0	0	0	0	0	0	0	0	0	0
1.6	Final Report								0				0
1.6.1	Final Report Outline								0				0
1.6.2	Final Report								0				0
1.7	Identify and Obtain Matching Funds	0	0	0	0	0	0	0	0	0	0	0	0
1.8	Identify and Obtain Required Permits	0	0	0	0	0	0	0	0	0	0	0	0
1.9	Electronic File Format	0	0	0	0	0	0	0	0	0	0	0	0
1.10	Establish the PAC								0				0
1.11	Conduct PAC Meetings								0				0
	Administration Activities Subtotals	0	0	0	0	0	0	0	0	0	0	0	0
Project Technical Activities(Delete rows as necessary)													
Task 2	ZENH Design								0				0
Task 3	Innovative ZENH Business Models								0				0
Task 4	ZENH Demonstration								0				0
Task 5	ZENH Monitoring and Evaluation								0				0
Task 6	ZENH Market Sustainability								0				0
Task 7	Name of Task 7								0				0
Task 8	Name of Task 8								0				0
Task 9	Name of Task 9								0				0
Task 10	Name of Task 10								0				0
Task 11	Name of Task 11								0				0
Task 12	Name of Task 12								0				0
Task 13	Name of Task 13								0				0
Task 14	Name of Task 14								0				0
Task 15	Name of Task 15								0				0
Task 16	Name of Task 16								0				0
Task 17	Name of Task 17								0				0
Task 18	Name of Task 18								0				0
Task 19	Name of Task 19								0				0
Task 20	Name of Task 20								0				0
	Technical Activities Subtotals	0	0	0	0	0	0	0	0	0	0	0	0

Prime Contractor	Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcontractors	Major Subcontractors	Indirect Overhead	G&A	Profit	Total PIER Reimbursable Cost	
PIER Reimbursable Totals	0	0	0	0	0	0	0	0	0	0	0	0	
Percent of the Total	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Total project expenses =									0	Total overhead & profit =			0

(1) Each project operating expense should include, if applicable, direct overhead.

(2) Subcontracts worth \$100,000 or 25% of the total award, whichever is less.

(3) Prime Contractor profit not allowed on Subcontractor invoices and profit cannot exceed 10% of the PIER funds allocated to the Task.

Exhibit B, Table 1
Major Subcontractor #1 PIER Budget

Budget for PIER Reimbursement to Major Subcontractor #1 (1)		Personal Services		Project Operating Expenses (2)					Fees			PIER Reimbursable Task Costs for Major Sub #1
Insert Name of Major Subcontractor #1		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcontractors	Indirect Overhead	G&A	Profit (3)	
1.0	Project Administration Activities											
1.1	Attend Kick-off Meeting											0
1.2	CPR Meetings											0
1.3	Final Meeting											0
1.4	Monthly Progress Reports											0
1.5	Test Plans, Technical Reports and Interim Deliverables	0	0	0	0	0	0	0	0	0	0	0
1.6	Final Report											0
1.6.1	Final Report Outline											0
1.6.2	Final Report											0
1.7	Identify and Obtain Matching Funds	0	0	0	0	0	0	0	0	0	0	0
1.8	Identify and Obtain Required Permits	0	0	0	0	0	0	0	0	0	0	0
1.9	Electronic File Format	0	0	0	0	0	0	0	0	0	0	0
1.10	Establish the PAC											0
1.11	Conduct PAC Meetings											0
	Administration Activities Subtotals	0	0	0	0	0	0	0	0	0	0	0
Project Technical Activities (Delete rows as necessary)												
Task 2	ZENH Design											0
Task 3	Innovative ZENH Business Models											0
Task 4	ZENH Demonstration											0
Task 5	ZENH Monitoring and Evaluation											0
Task 6	ZENH Market Sustainability											0
Task 7	Name of Task 7											0
Task 8	Name of Task 8											0
Task 9	Name of Task 9											0
Task 10	Name of Task 10											0
Task 11	Name of Task 11											0
Task 12	Name of Task 12											0
Task 13	Name of Task 13											0
Task 14	Name of Task 14											0
Task 15	Name of Task 15											0
Task 16	Name of Task 16											0
Task 17	Name of Task 17											0
Task 18	Name of Task 18											0
Task 19	Name of Task 19											0
Task 20	Name of Task 20											0
	Technical Activities Subtotals	0	0	0	0	0	0	0	0	0	0	0

Major Subcontractor #1	Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcontractors	Indirect Overhead	G&A	Profit	Major Sub #1 PIER Reimburs- able Cost
PIER Reimbursable Totals	0	0	0	0	0	0	0	0	0	0	0
Percent of the Total	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
			Total project expenses =					0	Total overhead & profit =		0

(1) Subcontracts worth \$100,000 or 25% of the total award, whichever is less.

(2) Each project operating expense should include, if applicable, direct overhead.

(3) Subcontractor profit is not allowed on Sub-subcontractor invoices and profit cannot exceed 10% of the PIER funds allocated to the Task.

Exhibit B, Table 1
Major Subcontractor #2 PIER Budget

Budget for PIER Reimbursement to Major Subcontractor #2 (1)		Personal Services		Project Operating Expenses (2)					Fees			PIER Reimbursable Task Costs for Major Sub #2
Insert Name of Major Subcontractor #2:		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcontractors	Indirect Overhead	G&A	Profit (3)	
1.0 Project Administration Activities												
1.1	Attend Kick-off Meeting											0
1.2	CPR Meetings											0
1.3	Final Meeting											0
1.4	Monthly Progress Reports											0
1.5	Test Plans, Technical Reports and Interim Deliverables	0	0	0	0	0	0	0	0	0	0	0
1.6	Final Report											0
1.6.1	Final Report Outline											0
1.6.2	Final Report											0
1.7	Identify and Obtain Matching Funds	0	0	0	0	0	0	0	0	0	0	0
1.8	Identify and Obtain Required Permits	0	0	0	0	0	0	0	0	0	0	0
1.9	Electronic File Format	0	0	0	0	0	0	0	0	0	0	0
1.10	Establish the PAC											0
1.11	Conduct PAC Meetings											0
	Administration Activities Subtotals	0	0	0	0	0	0	0	0	0	0	0
Project Technical Activities (Delete rows as necessary)												
Task 2	ZENH Design											0
Task 3	Innovative ZENH Business Models											0
Task 4	ZENH Demonstration											0
Task 5	ZENH Monitoring and Evaluation											0
Task 6	ZENH Market Sustainability											0
Task 7	Name of Task 7											0
Task 8	Name of Task 8											0
Task 9	Name of Task 9											0
Task 10	Name of Task 10											0
Task 11	Name of Task 11											0
Task 12	Name of Task 12											0
Task 13	Name of Task 13											0
Task 14	Name of Task 14											0
Task 15	Name of Task 15											0
Task 16	Name of Task 16											0
Task 17	Name of Task 17											0
Task 18	Name of Task 18											0
Task 19	Name of Task 19											0
Task 20	Name of Task 20											0
	Technical Activities Subtotals	0	0	0	0	0	0	0	0	0	0	0

Major Subcontractor #2	Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcontractors	Indirect Overhead	G&A	Profit	Major Sub #2 PIER Reimbursable Cost
PIER Reimbursable Totals	0	0	0	0	0	0	0	0	0	0	0
Percent of the Total	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total project expenses =							0	Total overhead & profit =		0	

(1) Subcontracts worth \$100,000 or 25% of the total award, whichever is less.

(2) Each project operating expense should include, if applicable, direct overhead.

(3) Subcontractor profit is not allowed on Sub-subcontractor invoices and profit cannot exceed 10% of the PIER funds allocated to the Task.

Exhibit B, Table 2
Prime Contractor Match Budget

		Personal Services		Project Operating Expenses						Fees			Prime's Total Task Match Funds
Insert Name of Company or Organization		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcontractors	Major Subcontractors	Indirect Overhead	G&A	Profit	
1.0 Project Administration Activities													
1.1	Attend Kick-off Meeting								0				0
1.2	CPR Meetings								0				0
1.3	Final Meeting								0				0
1.4	Monthly Progress Reports								0				0
1.5	Test Plans, Technical Reports and Interim Deliverables	0	0	0	0	0	0	0	0	0	0	0	0
1.6	Final Report								0				0
1.6.1	Final Report Outline								0				0
1.6.2	Final Report								0				0
1.7	Identify and Obtain Matching Funds								0				0
1.8	Identify and Obtain Required Permits								0				0
1.9	Electronic File Format	0	0	0	0	0	0	0	0	0	0	0	0
1.10	Establish the PAC								0				0
1.11	Conduct PAC Meetings								0				0
	Administration Activities Subtotals	0	0	0	0	0	0	0	0	0	0	0	0
Project Technical Activities (Delete rows as necessary)													
Task 2	ZENH Design								0				0
Task 3	Innovative ZENH Business Models								0				0
Task 4	ZENH Demonstration								0				0
Task 5	ZENH Monitoring and Evaluation								0				0
Task 6	ZENH Market Sustainability								0				0
Task 7	Name of Task 7								0				0
Task 8	Name of Task 8								0				0
Task 9	Name of Task 9								0				0
Task 10	Name of Task 10								0				0
Task 11	Name of Task 11								0				0
Task 12	Name of Task 12								0				0
Task 13	Name of Task 13								0				0
Task 14	Name of Task 14								0				0
Task 15	Name of Task 15								0				0
Task 16	Name of Task 16								0				0
Task 17	Name of Task 17								0				0
Task 18	Name of Task 18								0				0
Task 19	Name of Task 19								0				0
Task 20	Name of Task 20								0				0
	Technical Activities Subtotals	0	0	0	0	0	0	0	0	0	0	0	0
Prime Contractor		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcontractors	Major Subcontractors	Indirect Overhead	G&A	Profit	Total Match Funds
Match Funds Totals		0	0	0	0	0	0	0	0	0	0	0	0
Percent of the Total		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total project expenses =									0	Total overhead & profit =		0	

Exhibit B, Table 2
Major Subcontractor #1 Match Budget

Budget for Match Funding Supplied by Major Subcontractor #1		Personal Services		Project Operating Expenses					Fees			Major Sub #1's Total Task Match Funds
Insert Name of Major Subcontractor #1		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcon- tractors	Indirect Overhead	G&A	Profit	
1.0 Project Administration Activities												
1.1	Attend Kick-off Meeting											0
1.2	CPR Meetings											0
1.3	Final Meeting											0
1.4	Monthly Progress Reports											0
1.5	Test Plans, Technical Reports and Interim Deliverables	0	0	0	0	0	0	0	0	0	0	0
1.6	Final Report											0
1.6.1	Final Report Outline											0
1.6.2	Final Report											0
1.7	Identify and Obtain Matching Funds											0
1.8	Identify and Obtain Required Permits											0
1.9	Electronic File Format	0	0	0	0	0	0	0	0	0	0	0
1.10	Establish the PAC											0
1.11	Conduct PAC Meetings											0
	Administration Activities Subtotals	0	0	0	0	0	0	0	0	0	0	0
Project Technical Activities(Delete rows as necessary)												
Task 2	ZENH Design											0
Task 3	Innovative ZENH Business Models											0
Task 4	ZENH Demonstration											0
Task 5	ZENH Monitoring and Evaluation											0
Task 6	ZENH Market Sustainability											0
Task 7	Name of Task 7											0
Task 8	Name of Task 8											0
Task 9	Name of Task 9											0
Task 10	Name of Task 10											0
Task 11	Name of Task 11											0
Task 12	Name of Task 12											0
Task 13	Name of Task 13											0
Task 14	Name of Task 14											0
Task 15	Name of Task 15											0
Task 16	Name of Task 16											0
Task 17	Name of Task 17											0
Task 18	Name of Task 18											0
Task 19	Name of Task 19											0
Task 20	Name of Task 20											0
	Technical Activities Subtotals	0	0	0	0	0	0	0	0	0	0	0

Major Subcontractor #1	Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcon- tractors	Indirect Overhead	G&A	Profit	Major Sub #1's Total Task Match Funds
Match Funds Totals	0	0	0	0	0	0	0	0	0	0	0
Percent of the Total	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total project expenses =							0	Total overhead & profit =		0	

Exhibit B, Table 2
Major Subcontractor #2 Match Budget

Budget for Match Funding Supplied by Major Subcontractor #2		Personal Services		Project Operating Expenses					Fees			Major Sub #2's Total Task Match Funds
Insert Name of Major Subcontractor #2:		Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcon- tractors	Indirect Overhead	G&A	Profit	
1.0 Project Administration Activities												
1.1	Attend Kick-off Meeting											0
1.2	CPR Meetings											0
1.3	Final Meeting											0
1.4	Monthly Progress Reports											0
1.5	Test Plans, Technical Reports and Interim Deliverables	0	0	0	0	0	0	0	0	0	0	0
1.6	Final Report											0
1.6.1	Final Report Outline											0
1.6.2	Final Report											0
1.7	Identify and Obtain Matching Funds											0
1.8	Identify and Obtain Required Permits											0
1.9	Electronic File Format	0	0	0	0	0	0	0	0	0	0	0
1.10	Establish the PAC											0
1.11	Conduct PAC Meetings											0
	Administration Activities Subtotals	0	0	0	0	0	0	0	0	0	0	0
Project Technical Activities (Delete rows as necessary)												
Task 2	ZENH Design											0
Task 3	Innovative ZENH Business Models											0
Task 4	ZENH Demonstration											0
Task 5	ZENH Monitoring and Evaluation											0
Task 6	ZENH Market Sustainability											0
Task 7	Name of Task 7											0
Task 8	Name of Task 8											0
Task 9	Name of Task 9											0
Task 10	Name of Task 10											0
Task 11	Name of Task 11											0
Task 12	Name of Task 12											0
Task 13	Name of Task 13											0
Task 14	Name of Task 14											0
Task 15	Name of Task 15											0
Task 16	Name of Task 16											0
Task 17	Name of Task 17											0
Task 18	Name of Task 18											0
Task 19	Name of Task 19											0
Task 20	Name of Task 20											0
	Technical Activities Subtotals	0	0	0	0	0	0	0	0	0	0	0

Major Subcontractor #2	Direct Labor	Fringe Benefits	Materials	Equipment	Travel	Misc.	Minor Subcon- tractors	Indirect Overhead	G&A	Profit	Major Sub #2's Total Task Match Funds	
Match Funds Totals	0	0	0	0	0	0	0	0	0	0	0	
Percent of the Total	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Total project expenses =								0	Total overhead & profit =			0

Exhibit B, Table 3
Prime Contractor's Unloaded Personnel Hourly Rates and Benefits*

[illegible]

*For each person or job classification, list the unloaded hourly rates in the columns for the entire term of the Agreement, as shown on the Std. 213. Projected rates are acceptable and expected, average rates **are not** acceptable. Providing hourly rate ranges (e.g., \$50 - \$75) for a given period of time is also acceptable. If awarded an Agreement, the rates in your proposal become part of the signed Agreement and may not be changed. The rates identified in this budget are capped, you can be reimbursed your actual rates not to exceed the rates in these budget sheets.

**** List the names and job classifications for everyone from this company/organization that will be directly billed to this project. If names are not known, list the job classifications. Individuals added after the Agreement is awarded **must** fall into one of the classifications and rates listed, so include all classifications that could be directly billed to this project.**

***This PIER research program will not fund “public works” as defined by Public Contract Code section 1101, or Labor Code section 1720(c)(1)&(3). Therefore, contracts awarded under this solicitation are not subject to the prevailing wage requirements for “public works”.

[illegible]

***This PIER research program will not fund “public works” as defined by Public Contract Code section 1101, or Labor Code section 1720(c)(1)&(3). Therefore, contracts awarded under this solicitation are not subject to the prevailing wage requirements for “public works”.

[illegible]

***This PIER research program will not fund “public works” as defined by Public Contract Code section 1101, or Labor Code section 1720(c)(1)&(3). Therefore, contracts awarded under this solicitation are not subject to the prevailing wage requirements for “public works”.

Exhibit B, Table 4
Prime Contractor's Calculation of Fringe Benefits, Indirect Overhead,
General Administrative Expenses, and Profit Rates

Insert Name of Company or Organization

Rates (percentages) for time intervals from the start of the project through the date as shown on the Std. 213.				Fringe Benefits (FB)	Indirect Overhead (OH)	General & Administrative (GA)	Profit (P) (10% Max)
From:		To:		%	%	%	%
From:		To:		%	%	%	%
From:		To:		%	%	%	%
From:		To:		%	%	%	%
From:		To:		%	%	%	%

Expense Items in the Budget Spreadsheets	Provide the formula that is used to calculate the amount that is shown in the budget for each of these categories.
Fringe Benefits	
Indirect Overhead	
General & Administrative	
Profit*	

[illegible]

* Prime Contractor profit not allowed on Subcontractor invoices.

Rates (percentages) for time intervals from the start of the project through the date as shown on the Std. 213.				Fringe Benefits (FB)	Indirect Overhead (OH)	General & Administrative (GA)	Profit (P) (10% Max)
From:		To:		%	%	%	%
From:		To:		%	%	%	%
From:		To:		%	%	%	%
From:		To:		%	%	%	%
From:		To:		%	%	%	%

[illegible]

c:je08-30-04
Budget

Exhibit B, Table 4 Major Subcontractor #2
Calculation of Fringe Benefits, Indirect Overhead,
General Administrative Expenses, and Profit Rates

Insert Name of Major Subcontractor #2:

Rates (percentages) for time intervals from the start of the project through the date as shown on the Std. 213.				Fringe Benefits (FB)	Indirect Overhead (OH)	General & Administrative (GA)	Profit (P) (10% Max)
From:		To:		%	%	%	%
From:		To:		%	%	%	%
From:		To:		%	%	%	%
From:		To:		%	%	%	%
From:		To:		%	%	%	%

Expense Items in the Budget Spreadsheets	Provide the formula that is used to calculate the amount that is shown in the budget for each of these categories.
Fringe Benefits	
Indirect Overhead	
General & Administrative	
Profit*	

List items you include in each category (e.g., vacation, retirement plan, telephone, secretarial, rent/lease, insurance, etc.)		
Fringe Benefits	Indirect Overhead	General & Administrative

*Subcontractor profit is not allowed on Sub-subcontractor invoices.

Exhibit B, Table 5
Prime Contractor's
Direct Labor Hours by Task

Insert Name of Company or Organization

		Administrative Tasks (Hours)							
Name	Job Classification/Title	1.1 Attend Kick-Off Meeting	1.2 CPR Meetings	1.3 Final Meeting	1.4 Progress Reports	1.6 Final Report	1.10 Establish the PAC	1.11 Conduct PAC Meetings	Total by Person/ Position
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
Totals		0	0	0	0	0	0	0	0

**Exhibit B, Table 5
Prime Contractor's
Direct Labor Hours by Task**

Name	Job Classification/Title	Technical Tasks (Hours)										
		2 ZENH Design	3 Innovativ e ZENH Business Models	4 ZENH Demonstr ation	5 ZENH Monitorin g and Evaluation	6 ZENH Market Sustainabi lity	Name of Task 7	Name of Task 8	Name of Task 9	Name of Task 10	Name of Task 11	Total by Person/ Position
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
Totals		0	0	0	0	0	0	0	0	0	0	0

Exhibit B, Table 5
Prime Contractor's
Direct Labor Hours by Task

Name	Job Classification/Title	Technical Tasks (Hours)									
		Name of Task 12	Name of Task 13	Name of Task 14	Name of Task 15	Name of Task 16	Name of Task 17	Name of Task 18	Name of Task 19	Name of Task 20	Total by Person/ Position
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
Totals		0	0	0	0	0	0	0	0	0	0

Exhibit B, Table 5
Key Subcontractor #1
Direct Labor Hours by Task

Insert Name of Major Subcontractor #1

		Administrative Tasks (Hours)							
Name	Job Classification/Title	1.1 Attend Kick-Off Meeting	1.2 CPR Meetings	1.3 Final Meeting	1.4 Progress Reports	1.6 Final Report	1.10 Establish the PAC	1.11 Conduct PAC Meetings	Total by Person/ Position
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
Totals		0	0	0	0	0	0	0	0

Exhibit B, Table 5
Key Subcontractor #1
Direct Labor Hours by Task

Name	Job Classification/Title	Technical Tasks (Hours)										
		2 ZENH Design	3 Innovativ e ZENH Business Models	4 ZENH Demonst ration	5 ZENH Monitorin g and Evaluation	6 ZENH Market Sustainabi lity	Name of Task 7	Name of Task 8	Name of Task 9	Name of Task 10	Name of Task 11	Total by Person/ Position
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
Totals		0	0	0	0	0	0	0	0	0	0	0

Exhibit B, Table 5
Key Subcontractor #1
Direct Labor Hours by Task

Name	Job Classification/Title	Technical Tasks (Hours)									
		Name of Task 12	Name of Task 13	Name of Task 14	Name of Task 15	Name of Task 16	Name of Task 17	Name of Task 18	Name of Task 19	Name of Task 20	Total by Person/Position
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
Totals		0	0	0	0	0	0	0	0	0	0

Exhibit B, Table 5
Key Subcontractor #2
Direct Labor Hours by Task

Insert Name of Major Subcontractor #2:

		Administrative Tasks (Hours)							
Name	Job Classification/Title	1.1 Attend Kick-Off Meeting	1.2 CPR Meetings	1.3 Final Meeting	1.4 Progress Reports	1.6 Final Report	1.10 Establish the PAC	1.11 Conduct PAC Meetings	Total by Person/ Position
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
Totals		0	0	0	0	0	0	0	0

Exhibit B, Table 5
Key Subcontractor #2
Direct Labor Hours by Task

		Technical Tasks (Hours)										
Name	Job Classification/Title	2 ZENH Design	3 Innovativ e ZENH Business Models	4 ZENH Demonst ration	5 ZENH Monitorin g and Evaluation	6 ZENH Market Sustainabi lity	Name of Task 7	Name of Task 8	Name of Task 9	Name of Task 10	Name of Task 11	Total by Person/ Position
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
Totals		0	0	0	0	0	0	0	0	0	0	0

Exhibit B, Table 5
Key Subcontractor #2
Direct Labor Hours by Task

Name	Job Classification/Title	Technical Tasks (Hours)									Total by Person/ Position
		Name of Task 12	Name of Task 13	Name of Task 14	Name of Task 15	Name of Task 16	Name of Task 17	Name of Task 18	Name of Task 19	Name of Task 20	
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
Totals		0	0	0	0	0	0	0	0	0	0

Exhibit B, Table 6
Pre-approved Travel, Equipment List, Materials List, and Miscellaneous Expenditures

Pre-approved Travel List *				
Task No.	Trip Purpose	Location	Who	Amount
			Total	

* Travel is reimbursed at state rates.

Equipment				
Task No.	Name of Equip.	Description	Purpose	Amount
			Total	

Exhibit B, Table 6
Pre-approved Travel, Equipment List, Materials List, and Miscellaneous Expenditures

Material(s)		
Task No.	Descriptions of Material(s)	Amount
		Total

Miscellaneous Expenditures		
Task No.	Descriptions of Expenditures	Amount
		Total

Exhibit F List of Contacts

Commission Contract Manager:

<name>
 California Energy Commission
 1516 Ninth Street, MS - 43
 Sacramento, CA 95814
 Phone: (916) ???-????
 Fax: (916) ???-????
 e-mail: ????????@energy.state.ca.us

Contractor Project Manager:

<name>
 <address line 1>
 <address line 2>
 <address line 3>
 Phone:
 Fax:
 e-mail:

Commission Contracts Officer:

Judith Eghan
 California Energy Commission
 1516 Ninth Street, MS - 18
 Sacramento, CA 95814
 Phone: (916) 654-4397
 Fax: (916) 654-4423
 e-mail: jefhan@energy.state.ca.us

***Deliver confidential
 deliverables to this location***

Contractor Contract Officer:

<name>
 <address line 1>
 <address line 2>
 <address line 3>
 Phone:
 Fax:
 e-mail:

**Invoices, Progress Reports and
 Non-Confidential Deliverables to:**

Frank Taniguchi
 Accounting Office
 California Energy Commission
 1516 Ninth Street, MS - 2
 Sacramento, CA 95814
 Phone: (916) 654-3906
 Fax: (916) 653-1435
 e-mail: ftaniguc@energy.state.ca.us

**Contractor Accounting
 Invoicing Contact:**

<name>
 <address line 1>
 <address line 2>
 <address line 3>
 Phone:
 Fax:
 e-mail:

Commission Legal Notices:

Cheryl Raedel
 Manager, Contracts Office
 California Energy Commission
 1516 Ninth Street, MS -18
 Sacramento, CA 95814
 Phone: (916) 654-4392
 Fax: (916) 654-4423
 e-mail: craedel@energy.state.ca.us

Contractor Legal Notices:

<name>
 <address line 1>
 <address line 2>
 <address line 3>

 Phone:
 Fax:
 e-mail:

CUSTOMER REFERENCES

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
CONTRACTS OFFICE**CUSTOMER REFERENCES**

Provide a minimum of 4 references, use additional pages as needed.

REFERENCE #1

Name of Organization	
Address	
Contact Name	
Contact Title	
Contact Phone Number	
Describe the services and products your firm provided to the organization.	

REFERENCE #2

Name of Organization	
Address	
Contact Name	
Contact Title	
Contact Phone Number	
Describe the services and products your firm provided to the organization.	

**PROJECT DESCRIPTION,
PROJECT MANAGER AND PROJECT TEAM,
PROJECT FUNDING AND MATCH FUNDING,
AND ROYALTY PAYMENT EXEMPTION**

<This RFP Attachment 12 template contains the framework and instructions to complete the Project Description, Project Manager and Project Team, and Project Funding and Match Funding sections of the proposal. All instructions or explanations in <italics> should be deleted as this template is filled out for a specific proposal. >

Project Description

<Please describe the project you are proposing, using the headings and following the format below. Make sure that what you say here is consistent with the information you provide in the Scope of Work section of the proposal.>

Introduction

< Provide a brief introduction to the proposed ZENH project. >

Target Areas

*< Explain the preliminary ZENH design and business model concepts that will be employed to meet the Energy, Peak Demand, and Cost goals of the RFP. Provide a summary of the key activities and products that are proposed for the five **minimally** required technical tasks, as well as any additional tasks and products beyond the minimum tasks required by the RFP. Include details on the nature, size, and location of the proposed ZENH demonstration.>*

Project Connections to the Market

<Describe how the RD&D results of the proposed project will connect to the market, by which means, and over what timeframe the product, knowledge or service will get into the market. Include assessments of market drivers and information from specific market research as evidence that the results of the proposed project will be readily accepted into the marketplace.

<Discuss how specific team members and market action included in the proposal will initiate transfer of the project results into the marketplace.

<Include preliminary PAC member commitments from individuals who are appropriate for providing input on the market relevance of the project and on opportunities to transfer the project results to the marketplace. >

Project Need – Advancement of Science and Technology

<Identify the current status of the proposed project and explain how the work planned extends or complements the current knowledge. Explain why the competitive or regulated markets will not adequately address the proposed scientific advancements. Discuss why PIER funding is necessary to advance the proposed science and/or technology. >

Impacts and Benefits to California

<Discuss how the proposed project will provide benefits to California's electricity ratepayers in the area of Zero Energy Homes. Include explanations of how the proposed project will impact specific residential building markets and climates in California. >

Baseline Conditions

<Describe the current state of the technologies that will be developed within each project. Discuss the current state of the building markets that will benefit from the project products proposed within the

proposed ZENH project. Provide relevant climate and utility territory-specific baseline conditions for the Energy, Peak Demand, and Cost goals of the RFP. >

Market Impacts

<Quantitatively describe the proposed ZENH project's anticipated research results. Include both the expected technological improvements, as well as anticipated changes in the building markets. Quantify the expected ZENH performance versus the Energy, Peak Demand, and Cost goals of the RFP.>

Project Manager and Project Team

Project Manager

<Name the Project Manager who will be the Contractor's person who is primarily responsible for coordinating and managing the proposed research project.

<Address each of the following areas:

- Describe the Project Manager's capabilities in managing the proposed ZENH project. Include information on past experience in managing large, successful research projects, as well as working with the types of members on the project team.*
- Describe the process the Project Manager will take to effectively manage the proposed project to achieve project goals, including ensuring the development of quality products within the allocated budget and schedule.*
- Describe how the Project Manager will coordinate team communications.*
- Describe how the Project Manager will monitor progress and develop recommendations for adjusting the project.*
- Describe how the Project Manager will coordinate the reporting of information to the Commission's Contract Manager, the PAC, relevant business partners, and the broader building science and research community.*
- Describe how the Project Manager will facilitate the efforts of the PAC to improve both the quality of the proposed project and the market adoption of the results. >*

Project Team

<Describe the capabilities and experience of the proposed project team.

- Identify the primary person responsible for each task in the project. Also identify key personnel of the Contractor and subcontractors. Explain how the project team encompasses all of the participants listed in Table 2 (ZENH Project Team Requirements) of the RFP.*
- Provide an organization chart for the proposed project and provide resumes for each member of the project team.*
- Describe the capabilities and experience of the team members to conduct the technical work proposed in each task of the project, administer the research process, control costs, maintain project schedule, and move the products into the marketplace.*
- Identify all of the partners who will be instrumental in implementing the ZENH Demonstration task, and explain how they will work together to successfully implement a large-scale demonstration of the proposed ZENH designs and business models.*
- Discuss the project team members' representation from different parts of the building industry and describe how the team members' collaboration in this project will facilitate the transfer of project product to specific building markets. Demonstrate that the project team has sufficient financial depth to deploy ZENH if the project proves to be successful.*

- *Describe how the team will participate in project management and how the Project Manager will be supported. Describe how project tracking, team communication, and budget management will be implemented. >*

< All key organizations required for a successful ZENH demonstration, including but not limited to builders, PV suppliers, financing sources, local permitting authorities, and the local electric utility, must provide contracts or signed letters outlining the nature of their contribution to the project and confirming their participation in the project. Attach in the Appendix.>

Project Funding and Match Funding

PIER Funds

< Discuss the appropriateness of the amount of PIER funding requested for the project relative to the work proposed and the anticipated public benefits to California electric ratepayers.

<Describe the balance of project funds allocated to research and market actions relative to the funds allocated to administrative tasks.

Match Funds

<Discuss the amount of match funding that will be brought to this project. Discuss the ratio of match funding to PIER funding and how it reflects the ratio of private benefits to public benefits resulting from successful completion of the project.

<Discuss the sources of match funding (Bidder, team members who will receive PIER funds, and all other partners including investors, lenders, equipment manufacturers, utilities, universities, government entities or others.) Identify whether match funding is in cash or in-kind services for each source of match funds. Identify each task to which match funds will be applied.

<Discuss the relationship of the match funds to the successful completion of the project. Discuss the impact of the loss of these contributions to the successful completion of the project and to the public and private benefits that are expected from the project's success. Rank each match fund commitment on a scale of Low, Medium and High, where Low means there is significant uncertainty of the match commitment being there when needed and High means that the match commitment is secure. Explain each ranking. >

<Attach in the Appendix, a letter of commitment from an authorized representative of each individual, company or organization that is offering match funds. These letters of commitment must cover the entire period of the Agreement or explain why a shorter time is appropriate. >

Royalty Payment Exemption (from Attachment 2)

<Describe the reasons this project could be exempted from the royalty payment provisions required in the PIER program. The reasons must meet all of the requirements for exemption stated in RFP Section 15.>

ATTACHMENT E (IN SIGNED CONTRACT)
**CONFIDENTIAL DELIVERABLES AND
PRE-EXISTING INTELLECTUAL PROPERTY LISTS**

PART I: CONFIDENTIAL DELIVERABLES

Pursuant to 20 California Code of Regulations 2505(c)(2)(B), the Commission designates the following as confidential.

☐ **No Confidential Deliverables.**

Or

☐ **Confidential Deliverables:**

Description of Information to be Kept Confidential: <ul style="list-style-type: none">• Title of document/name of deliverable• Task Number• Portion of document to be kept confidential• General description of the Technology to be kept confidential.	Legal Basis for Confidential Designation: <ul style="list-style-type: none">• Trade Secret<ul style="list-style-type: none">--Technical--Business--Marketing--Economic/Financial• Patent application number	Term of Confidentiality

PART II: PRE-EXISTING INTELLECTUAL PROPERTY

Contractor has identified the following intellectual property as pre-existing the effective date of this Agreement and is required for performance of this Agreement but is not a deliverable.

☐ **No Pre-existing Intellectual Property.**

Or

☐ **Pre-existing Intellectual Property (Please insert "none" in the types that do not apply):**

Patents Issued

Title	Patent Number	Inventors/ Assignee (Owner)	File Date	Issue/ Grant Date	Country	Description

Patent Applications

Patent application numbers must be submitted to the Commission per the instruction process for Confidential Deliverables in Exhibit E, Part I, Template Instructions.

Title	File Date	Public Description (2-3 sentences)

Trade Secrets

Trade secrets information must be submitted to the Commission per the instruction process for Confidential Deliverables in Exhibit E, Part I, Template Instructions.

Title	Public Description (2-3 sentences)

Copyrights

Title	Copyright Number	Owner	File Date	Issue/Grant Date	County	Description

Trademarks

Title	Trademark Number	Owner	File Date	Issue/Grant Date	Country	Description

Disclosure Memos

Title	Disclosure Date	Memo Number, if applicable	Public Description (2-3 sentences)

**Invention Berkley
(DOE National Labs Only)**

Title	Number	Date